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ABSTRACT

Collective bargaining agreements of 22 selected Illinois two-year colleges are presented, representing contracts in effect in 1988. Contracts for the following colleges are included: Belleville Area College, Black Hawk College, Carl Sandburg College, College of Lake County, Cook County College, Highland Community College, Illinois Central College, John A. Logan College, Joliet Junior College, Lake Land College, Lewis & Clark Community College, McHenry County College, Moraine Valley Community College, Morton College, Oakton Community College, Prairie State College, Sauk Valley Community College, Southeastern Illinois College, Spoon River College, Triton College, Waubonsee Community College, and William Rainey Harper College. With some variation in terms of coverage and detail, the agreements deal with unit recognition and rights, employer rights and responsibilities, faculty rights, hours and working conditions, salary and fringe benefits, paid and unpaid leaves of absence, grievance procedures, faculty evaluation, and the scope, effect and term of the agreement. Salary schedules are included in all of the agreements. (BCY)

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SELECTED COLLECTIVE BARGAINING AGREEMENTS OF ILLINOIS TWO-YEAR COLLEGES

Collected by:

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Belleville Area College
Memorandum of Understanding
1986 – 1987

(IL)
2yr

Belleville Area College

Belleville Granite City Red Bud

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STATEMENT OF BOARD RIGHTS

The Board, on behalf of the electors of the District, retains and reserves the ultimate responsibilities for proper management of the College District including but not limited to the responsibilities for and the right:

1. To maintain executive management and administrative control of the College District and its properties and facilities and the professional staff;
2. To hire all employees and, subject to the provisions of the law and of this Agreement, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;
3. To estasblish courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
4. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction;
5. To determine class schedules, non-classroom assignments, the hours of instruction, and the professional duties, responsibilities and assignments of those in the bargaining unit.

It is recognized that the Board normally exercises most of its powers, rights, authorities, duties and responsibilities

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through members of the administrative staff.

Except as stated herein, the Board shall not be limited in the exercise of the foregoing powers, rights, authorities, duties and responsibilities nor limited on any right granted the Board by law.

ARTICLE I

RECOGNITION AND DEFINITIONS

Section 1.1. Recognition and Appropriate Bargaining Unit.

The Board recognizes the Belleville Area College Chapter of the AAUP/AFT as the sole and exclusive bargaining agent for the bargaining unit consisting of the full-time faculty employed by Public Community College District #522 (Belleville Area College): instructors, librarians, counselors and coordinators. Recognition is accorded pursuant to the Illinois Educational Labor Relations Act, which shall also govern the terms of this Agreement.

Section 1.2. Benefits to Part-time Faculty Members.

Those part-time faculty members who were on March 14, 1984 three-fifths or four-fifths faculty members shall continue to be eligible for prorated sick leave, full hospitalization and disability, placement on the salary schedule on a prorated basis, and no other benefits. Other part-time faculty members employed by the College on or after March 15, 1984 are not subject to the terms of this Agreement, regardless of the percentage of the standard load that they may carry.

Section 1.3. Academic Year. The Academic year begins with the first date on the fall calendar and ends on graduation day. The academic year shall not exceed 40 calendar weeks. All portions of this document, unless specifically indicated, apply only to the academic year.

Section 1.4. Class Periods. Class periods are regularly 50 minutes of student-teacher contact. Classes are scheduled by the Vice Chancellor of Instruction following consultation with the Deans. Laboratory and studio hours' length and time are to be determined by the Vice Chancellor of Instruction following consultation with the appropriate Dean.

Section 1.5 Definitions. For the purpose of this Agreement, "full-time faculty" shall be defined as instructors who teach a minimum of twenty-eight (28) to thirty-two (32) equated hours per academic year, librarians who work a forty (40) clock hour workweek (in accordance with Section 3.4), counselors who work a forty (40) clock hour workweek (in accordance with Section 3.3), and coordinators and other faculty members whose combined teaching load and released time equals a minimum of twenty-eight (28) to thirty-two (32) equated hours per academic year. A leave of absence shall not affect the full-time faculty status of a faculty member who is a full-time faculty member as of the commencement of the leave of absence, except as and to the extent provided in Article V of this Agreement.

The terms "lecture hour", "lecture and recitation hour", "laboratory hour", "clinical experience", "supervised interns", and "individual stations" shall be defined in accordance with established College policy.

ARTICLE II

Non-Interruption of Services

Section 2.1. Prohibited Activity. During the term of this Agreement and in return for the terms and conditions set forth in this Agreement, neither the AAUP/AFT Chapter nor any faculty member covered by this Agreement shall instigate, promote, support, engage in, or condone any strike (including sympathy strike), picketing, slowdown, concerted stoppage of work or any other similar intentional concerted interruption of operations at Belleville Area College.

Section 2.2 Cooperation to End Any Breach. Both the Board and the AAUP/AFT Chapter recognize the serious detriment to the paramount interests of the public and the students of Belleville Area College which would result from a violation of the noninterruption of services provisions of this Agreement, and, accordingly, there shall be cooperation between the parties to immediately end any such activity.

Section 2.3. No Lockout. During the terms of this Agreement, the Board will not lockout any faculty member covered by this Agreement as a result of a labor dispute.

ARTICLE III

SERVICES AND WORK LOAD STANDARDS

Section 3.1. Standard Load and Overload. The standard full-time faculty load shall be no more than 32 equated semester hours nor less than 28 equated semester hours per academic year. The total overload shall not exceed 9.5 equated hours per academic year. The limit on overload shall not apply to substitue teaching. The following guidelines to be observed:

1. If an overload assignment is necessary, it should not exceed either:
    a. One course section in which the credit hour value does not exceed five semester hours per semester, or,
    b. If more than one course section, the combined credit hour value shall not exceed three semester hours per semester.
2. For the purposes of overload and summer session compensation, laboratory and studio contact hours will be equated to semester hours area by area as follows:

Equating Teaching Loads in the Science Area

1. For equated hours, the following shall be used in computation:

   Each lecture and recitation hour shall count 1.

   Each laboratory hour shall be equated at 0.8.
2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in the Electronics Area

1. For equated hours, the following shall be used in computation:

   Each lecture hour shall count 1.

   Each laboratory hour shall be equated at 0.8.
2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in the Physical Education Area

For equated hours, the following shall be used in computation:

Each contact hour shall be equated at 0.8.

Equating Teaching Loads in the Drafting Area

1. For equated hours, the following shall be used in computation:

   Each lecture hour shall count 1.

   Each laboratory hour shall be equated at 0.8.

2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in the Art Area

1. For equated hours, the following shall be used in computation:

   Each lecture hour and studio-lecture hour shall count 1.

   Each laboratory hour shall be equated at 0.8.

2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in the Mathematics, Social Science, Language, and Business Area

1. For equated hours, the following shall be used in computation:

   Each lecture hour shall count 1.

   Each laboratory hour shall be equated at 0.8.

2. Supervised intern in Marketing and Mid-Management shall be equated at 0.2 per student. Supervised off-campus interns in data processing shall be equated at 0.2 per student.

Equating Teaching Loads in the Aviation Technology Area

For equated hours, the following shall be used in computation:

Each contact hour shall be equated at 0.4 in aviation maintenance, pilot training, and avionics.

The Base contract for Aviation faculty shall be placed on a 12-month schedule.

Equating Teaching Load in the English Area

1. For equated hours, the following shall be used in computation:

   Each lecture hour in composition (including rhetoric, remedial and technical writing courses, journalism, and GED) shall be equated at 1 1/3.

   All other lecture hours shall count one each.

2. Maximum class size shall be 20 students for all remedial courses, including communications and reading laboratories and courses numbered 100 and under, 25 students for composition and journalism courses numbered 101 and above, 40 students for all other courses taught by the Department, and the maximum for Literature 115 (Contemporary Film) shall be 50 students.

3. Should an English instructor be required to have more than three different preparations, then the total equated hours shall be multiplied by 1.3 to determine the actual equated load.

Equating Teaching Loads in the Health Related Occupations and Nurs Education Programs

For equated hours, the following shall be used in computation:

Each lecture shall count as 1.

Each laboratory hour shall be equated according to the following:

Nursing..one to one

All other Health Related Occupations:

Radiologic Technology 100 & 110	0.8
Radiologic Technology 151	0.6
Radiologic Technology 231,241, & 242	0.4
Radiologic Technology 298 & 299	0.25
Physical Therapy Assistant	0.8
Medical Laboratory Technician	0.8

Clinical experience shall be equated according to the following:

Medical Assistant 280	0.25
Radiologic Technology 160 & 260	0.25
Medical Laboratory 245 & 275	0.25
Physical Therapy Assistant 170 & 270	0.25
Medical Records 230 & 260	0.25

Equating Teaching Loads in the Agriculture Area

1. For equated hours, the following shall be used in computations:

   Each lecture hour shall count 1.

   Each laboratory hour shall be equated at 0.8.

   Supervised interns in the Agriculture area shall be equated at 0.2 per student.

2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in Music Area

1. Each lecture hour shall count 1.
2. Each laboratory hour shall be equated at 0.8.

Equating Teaching Loads in the Air Conditioning, Heating and Refrigeration Area

1. Each lecture hour shall count 1.
2. Each laboratory hour shall be equated at 0.5.
3. Supervised interns in the area shall be equated at 0.2 per student.

Equating Teaching Loads in the Construction Management Technology Area

Supervised interns in the area shall be equated at 0.2 per student.

Section 3.2. Equated Hours.

Laboratory and studio contact hours shall be equated to semester hours area by area as follows:

Equating Teaching Loads in the Science Area

1. For equated hours, the following shall be used in computation:
    a. Each lecture and recitation hour shall count 1.
    b. Each laboratory hour shall be equated at 0.5.
2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in the Electronics Area

1. For equated hours, the following shall be used in computation:
    a. Each lecture hour shall count 1
    b. Each laboratory hour shall be equated at 0.5.
2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in the Physical Education Area

1. For equated hours, the following shall be used in computation:
    a. Each contact hour shall be equated at 0.5.

Equating Teaching Loads in the Drafting Area

1. For equated hours, the following shall be used in computation:
    a. Each lecture hour shall count 1.
    b. Each laboratory hour shall be equated at 0.5.
2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in the Art Area

1. For equated hours, the following shall be used in computation:
    - a. Each lecture hour shall count 1.
    - b. Each laboratory hour shall be equated at 0.5.
2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in the Mathematics, Social Science, Language and Business Area

1. For equated hours, the following shall be used in computation:
    - a. Each lecture hour shall count 1.
    - b. Each laboratory hour shall be equated at 0.5.
2. Supervised intern in Marketing and Mid -Management shall be equated at 0.2 per student. Supervised off-campus interns in Data Processing shall be equated at 0.2 per student.

Equating Teaching Load in the Aviation Technology Area

For equated hours, the following shall be used on computation:

1. Each contact hour shall be equated at 0.5 in aviation maintenance. Each contact hour shall be equated at 0.4 in pilot training and avionics.
2. The base contract for aviation faculty shall be placed on a 12-month schedule.

Equating Teaching Loads in the English Area

For equated hours, the following shall be used in computation:

1. Each lecture hour shall be equated 1.0.
2. Maximum class size shall be 20 students for all remedial courses, including communications and reading laboratories and courses number 100 and under; 25 students for composition and journalism courses numbered 101 and above; 40 students for all other courses taught by the

department, and the maximum for literature 115 (Contemporary Film) shall be 50 students.

3. Should an English instructor be required to have more than three different preparations, then the total equated hours shall be multiplied by 1.3 to determine the actual equated load.

Equating Teaching Loads in the Health Related Occupations and Nursing Education Program

For equated hours, the following shall be used in computation:

1. Each lecture hour shall count 1.

2. Each laboratory hour shall be equated according to the following:

Nursing	0.8.

All other Health related Occupations:

Radiologic Technology 100 and 110	0.5
Radiologic Technology 151	0.5
Radiologic Technology 231, 241, and 242	0.4
Radiologic Technology 298 and 299	0.25
Physical Therapy Assistant	0.5
Medical Laboratory Technician	0.5

Clinical experience shall be equated according to the following:

Medical Assistant 280	0.25
Radiologic Technology 160 & 260	0.25
Medical Laboratory 245 & 275	0.25
Physical Therapy Assistant 170 & 270	0.25
Medical Records 230 & 260	0.25

Equating Teaching Loads in the Agriculture Area

1. For equated hours, the following shall be used in computation:

   Each lecture hour shall count 1.

   Each laboratory hour shall be equated at 0.5.

   Supervised interns in the Agriculture area shall be equated at 0.2 per student.

2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in Music Area

1. Each lecture hour shall count 1.
2. Each laboratory hour shall be equated at 0.5.

Equating Teaching Loads in the Air Conditioning, Heating and Refrigeration Area

1. Each lecture hour shall count 1.
2. Each laboratory hour shall be equated at 0.5.
3. Supervised interns in the area shall be equated at 0.2 per student.

Equating Teaching Loads in the Construction Management Technology Area

Supervised interns in the area shall be equated at 0.2 per student.

Section 3.3 Service and Work Load Standards for Counselors.

1. Each counselor will work a 40-clock hour workweek between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday only, such hours to be determined by the Dean of Counseling in accordance with Section 10.2. (30 minutes per day will be provided for lunch and included as part of the 40-hour work week).
2. Each counselor will be employed for 11 months or 45 weeks on a single salary schedule beginning with the beginning of the academic year.
3. In lieu of a teaching overload, a counselor may be assigned 4 hours of evening counseling outside of his regular contractual obligations. Each contact hour shall be equated at 0.8.

Section 3.4 Service Work Load for Librarians.

1. The workweek for a librarian is 40 clock hours not to include Sunday. (30 minutes per day will be provided for lunch and included as part of the 40-hour week.)

2. Each librarian will be employed on a nine-month basis with the option of working the two-month summer session provided that the College may require one librarian to work the summer session.

3. For librarians, an overload assignment may be taken as pay or compensatory time.

   a. The pay shall be at the same hourly rate unless this is less than the hourly rate paid other evening or part-time faculty; if so, the librarians shall receive the hourly rate paid other evening and part-time faculty;

   b. Compensatory time may be taken at any time as individual days or grouped as several days.

      This time shall be taken with the approval of the Director of Instructional Resources and Services Department.

4. The actual daily work schedules for the professional library staff will be determined by the Director of Instructional Resources and Services to meet the needs of the library.

Section 3.5 Day Overload. An overload shall be considered more than 32 equated semester hours for the academic year. Compensation for each equated semester hour of overload shall be computed at the rate of 1/30th of the faculty member's appropriate salary as determined by the extra assignment salary schedule. (Attached hereto as Appendix B.) Overload shall be computed on the basis of an equated 30-semester-hour load for the academic year.

Section 3.6 Office Hours. Each regular faculty member should be available in his office for whatever period of time may be necessary to meet the needs of his students. This time shall be at least five (5) scheduled hours per week and five (5) unscheduled hours. Other contact hours, such as laboratory periods or studio periods, may be substitued for a portion of this load with the approval of the Vice Chancellor for Instruction. Each faculty member who teaches an overload after 5:00 p.m. will be available, upon student's request in his office for evening student consultation. During the summer session, each regular faculty member shall schedule one office hour for each three hours taught.

Section 3.7 Assignment of Extension Centers. The college has the right to initially employ full-time faculty members at the Main Campus (2500 Carlyle Road) and at any of its extension centers. However, once so employed, no full-time faculty member may be assigned a class at another extension center without his approval except to make a regular load and provided that no sections, taught by less senior or part-time employees, are available to make his regular load at the initial center of employment. Main Campus faculty may, however, be assigned duties within the Belleville City Limits, Scott AFB or Cahokia without regard to the above stipulations.

Section 3.8. Failure of Class to Materialize. In the event that a full-time faculty member's regularly scheduled day, evening, or summer school classes fail to materialize, the faculty member, in consultation with the appropriate Dean and with the approval of the Vice Chancellor of Instruction, will be assigned a compensating load of instruction, administration, or other professional assignment for which the faculty member is qualified.

Section 3.9. Compensation for Substitute Teaching.

1. Upon assignment by the appropriate Dean and with the consent of the substituting faculty member, substitute teaching by a faculty member will be paid at the formula for evening rate of full-time faculty. Compensation for substitute teaching shall be paid on the second (2nd) paycheck after each substitution is completed.
2. Whenever absences exceed 1 week's class meetings, the substitute faculty member shall be paid at the rate of 1/30th of his base pay for each equated semester hour for the entire period of substitution.

Section 3.10. Term of Contracts. All contracts shall be for the academic year except for those faculty members who by definition elsewhere in this Agreement receive eleven-and twelve-month contracts and except for the aviation faculty who shall receive a twelve-month contract. Any service above the defined academic year will be contracted for by the Board of Trustees upon recommendation of the Chancellor.

Section 3.11. Maximum Class Size. Maximum class sizes not listed in Section 3.2 will be determined by the Vice Chancellor of Instruction after consultation with the appropriate personnel concerned. If the Vice Chancellor of Instruction finds it necessary to render a decision which is in contrast to the written recommendation of the department, he will furnish details to support his decision.

Section 3.12. Recognition of Faculty Responsibility.

In recognition of their responsibility to the students and the community, faculty members will exert their best efforts to see that each student is afforded the amount of time and effort necessary for the fulfillment of instructional objectives. Each faculty member will maintain an active interest in his discipline and in his department. He will attend regularly scheduled departmental meetings and promptly file necessary records and reports upon the request of academic administration.

Section 3.13. Experimental Classes. Experimental classes shall not exceed two years in duration.

Section 3.14. Telecourses. Except as provided below, telecourses offered to a faculty member shall not constitute any part of that faculty member's regular load and/or overload. Compensation for teaching a telecourse shall be $9.00 per equated hour per enrolled student, with a $2.00 per student completion fee for each student who receives a grade on the final roster.

In the event that a faculty member's base load cannot be filled due to a lack of courses which the faculty member is qualified to teach, telecourses which the faculty member is qualified to teach and which are available following class cancellations shall be assigned to fill the base load (unless other, non-teaching options are agreed to by both the affected faculty member and the college). This option is available only if there are no courses being taught as an overload by this or any other full-time faculty member which the affected faculty member is qualified to teach.

If a faculty member chooses to teach both a telecourse and a regularly scheduled overload course, he should be permitted to teach both such courses only if the overload course is not desired and needed by another faculty member, not scheduled to teach a telecourse, in order to achieve maximum overload. If in this situation the second faculty member does desire and need the first faculty member`s overload course in order to achieve maximum overload, the first faculty member`s telecourse shall substitute for his overload course for purposes of determining maximum overload; compensation for the telecourse in this event, however, shall contine to be paid at the telecourse rate.

Except as provided above, telecourses will not be included in the calculation of maximum overloads.

During the 1986-87 academic year, a class maximum of 70 students will be applied to telecourses. This maximum is to be reviewed at the end of the 1986-87 academic year; which shall not apply to any subsequent term or academic year unless the parties act affirmatively to adopt that maximum for that term or academic year.

ARTICLE IV

ASSIGNMENTS

Section 4.1. Advertising of Positions. Administrative, departmental and program supervisor level position openings shall be advertised in good faith to the full-time faculty before being filled by placing a copy of such advertisement in each full-time faculty member's mail slot (including that of the AAUP/AFT BAC Chapter President).

Section 4.2. Coordinators. To accomplish the task of occupational coordination, coordinators shall receive released time determined by the needs of the program, the developmental stage of the program, the number of faculty and students associated with the program, etc. The amount of released time granted to each coordinator shall be determined by the Vice Chancellor of Instruction following consultation with the coordinator and the appropriate Dean.

Section 4.3. Assignment to Department or Program. Instructors shall be assigned to the departmental or occupational program in which they do the major portion of their teaching; however, some instructors may have teaching assignments in other departments or programs and thus assume responsibilities in the other area(s) accordingly.

Section 4.4. Evening Assignments. A faculty member may be assigned no more than two evenings a week without his consent as part of his regular load. In the event a second evening class is assigned, it will be done only in the event his regular scheduled day class fails to materialize and that it does not constitute more than two evenings per week. Every effort shall be made by the Vice Chancellor of Instruction, the appropriate Dean and instructor to provide an assignment which will be mutually satisfactory to both the instructor involved and the College. However, the College has the prerogative to initially employ full-time instructors in the evening program. If a regularly scheduled assignment is made, it shall be within a time period of seven hours. If a faculty member's regularly scheduled day or summer class fails to materialize, this seven-hour time period will not apply.

Section 4.5. Consultation Before Assignment. When extra class, summer teaching, and evening assignments are necessary, they shall be assigned, after consultation with the appropriate Dean, to qualified members of the full-time Belleville Area College staff, if such staff members are available. Such assignments shall be made on a department-by-department basis, first priority being given to qualified, full-time instructors within a department to achieve a maximum load. Courses remaining within a department shall then be offered first to qualified full-time instructors the bulk of whose regular academic load is normaly outside the department, or to qualified administrators, and last to qualified part-time instructors. In the case of an administrator requesting to teach a class in his own area, the request shall be made to the appropriate Dean who will consult with the Vice Chancellor of Instruction.

Section 4.6. Student Activities. All College-sponsored student activities are to be coordinated with the Director of Student Activities, who will announce vacancies to the full-time faculty and recommend appointments to the Vice Chancellor for Student Development.

ARTICLE V

LEAVES OF ABSENCE

Section 5.1 Sabbatical Leave.

(1) After seven years of continuous full-time service, a faculty member is eligible for sabbatical leave for planned study, research, travel, or other Board-approved purposes. A faculty member who is granted a sabbatical leave shall have the following options:

(a) One academic year at 75 percent of nine-month contractual base salary, including full fringe benefits; or

(b) One semester at full semester base salary, including fringe benefits.

(2) Eligible full-time faculty members must petition the Belleville Campus President on or before December 1 to be considered for sabbatical leave the following academic year. A Faculty Senate Committee will review all petitions and make recommendations to the Belleville Campus President by February 1, and the Chancellor will make recommendations to the Board of Trustees. No more than two faculty members may be granted sabbatical leave simultaneously. The Chancellor will make recommendations at the February meeting of the Board of Trustees, and applicants are to be notified of the approval or disapproval not later than March 1.

(3) A faculty member while on leave is not eligible for employment at Belleville Area College.

(4) A faculty member who has been granted sabbatical leave must return to the campus and teach for two years. In the event the faculty member elects not to return, he must reimburse the College for his earnings during the sabbatical period, barring death or disability. A faculty member who returns to the campus but remains only one academic year shall be required to reimburse one-half of his sabbatical income, barring death or disability.

(5) An instructor on sabbatical leave shall receive full credit for salary increases, tenure, seniority, retirement, and longevity.

Section 5.2. Extended Leaves Without Pay.

(1) Upon recommendation of the appropriate Dean and the approval of the Vice Chancellor of Instruction, or, in

the case of counselors, upon the approval of the Vice Chancellor for Student Development, extended absences other than sabbaticals may be granted without pay or sick leave accrual; insurance coverage may be at faculty member's own expense.

(2) It is expected that most leaves of absence will be for less than one year, one year, or two years at the most unless exceptional circumstances call for extending the privilege. In no case except involuntary military duty will the leave of absence be approved for more than one year at a time, and renewal will be granted only upon reapplication and reapproval as outlined in Section 5.2(1) above.

(3) Extended leaves of absence will not count towards salary increases, tenure, retirement, or longevity, unless activities during the leave period be directly related to the instructor's teaching assignments and unless these activities be deemed by the appropriate Dean and Vice Chancellor of Instruction, to be beneficial to the College, and such activities be approved by the Board of Trustees for purposes of salary increases, tenure, and longevity. Retirement credit for leave periods will be governed by regulations currently in force by the State Universities Retirement System.

Section 5.3. Military Service Leaves.

(1) Tenured and non-tenured faculty members who are voluntarily or involuntarily drafted or recalled for military duty will be given full credit for each year or pro rata part of a year they remain on active duty during a national emergency. Such credit will be used for placement on salary schedule and for retirement purposes.

(2) Faculty members who volunteer for military service, except in national emergency, may be granted extended leave without pay as outlined above at the discretion of the Vice Chancellor of Instruction, or, in the case of counselors, upon approval of the Vice Chancellor for Student Development.

Section 5.4. Teacher Exchange Leaves. Should any faculty member be granted a teacher exchange position or obtain an unusually valuable opportunity to teach elsewhere for part or all of one academic year, which activity may be expected to result in values accruing to the College, leave of absence with full credit for salary, sick leave accrual, and retirement rights will be granted, subject to the approval of the appropriate Dean and the Vice Chancellor of Instruction, or in the case of counselors, upon the approval of the Vice Chancellor of Student Development.

Section 5.5. Sick Leaves.

(1) Each full-time member of the College shall receive credit for one and one-third days of sick leave each month per academic year. Full-time faculty teaching seven or more equated hours during the summer session shall receive one and one third days sick leave for each four weeks.

(2) The accumulation of sick leave shall be unlimited.

(3) Sick leave may be used at full pay by the faculty members for illness, disability, quarantine, treatments, and diagnostic examination of his person.

(4) Upon retirement or death of a member, he or his beneficiary shall receive compensation for his accrued sick leave at the rate of 100 percent the cash value of his current daily salary for a maximum of 100 days.

Current daily salary is to be computed as:

Annual Base Salary divided by 180 days
for a 9-month faculty;

Annual Base Salary divided by 240 days
for a 12-month faculty.

(5) The faculty member who is employed during the summer session may draw upon accumulated sick leave during the summer session.

(6) The faculty member who is employed in the evening program on an overload basis shall be permitted to use accumulated sick leave on the basis of one day for one evening per semester.

(7) Any tenured faculty member whose employment is terminated, either voluntary or involuntary, (except upon retirement or death which are covered under Section

5.5(4)) shall receive separation compensation equivalent to 20 percent of his accrued sick leave to a maximum of 20 days.

(8) Time lost due to accidents or illness directly related to a faculty member's assigned duties will not be charged against sick leave.

Section 5.6. Special Leaves.

(1) Three days of leave shall be granted per calendar year for death, serious illness in the immediate family (spouse, child, parent, grandparent, brother, sister, or those living in a faculty member's household) including family of the spouse, or birth or adoption of a child. An additional two days may be granted upon approval by the Chancellor. This leave is not cumulative nor chargeable against any other leave program.

If more than the approved days are required, additional days may be used and be charged to accumulated sick leave.

(2) Subject to the approval of the appropriate Dean, three days of personal leave for business, family, or religious matters not otherwise provided for in the College calendar may be granted per calendar year. This leave is not cumulative nor chargeable against any other leave program.

(3) Subject to written approval of the appropriate Dean and the Vice Chancellor of Instruction, permission to attend professional meetings, conferences, conventions, speaking engagements, or seminars shall be granted equitably to all members. This leave shall include proper travel time, and reasonable and necessary expenses shall be reimbursed by the College within budgetary and funding limitations.

(4) Leave for jury duty shall be afforded those members called. The member shall receive his full salary for the period of jury duty, but shall refund to the College any money he receives for such duty.

(5) (a) Paid disability leave, including leave for pregnancy-related disabilities, shall be as provided for by the Illinois State Universities Retirement System and other applicable law.

Unpaid disability leave or leaves to be used in conjunction with a disability leave after the disability terminates shall be at the discretion of the Board. Once a faculty member on disability leave has exhausted his paid sick leave, he may continue insurance at his expense at the group rates established by the carrier until leave expires. Absence on disability leave shall not be included in determining length of service. Further, while disability leave shall not be considered a break in continuous service, disability leave shall be excluded in computing the necessary period of time for tenure. Disability leave granted to a non-tenured faculty member shall not extend beyond the termination date of the current contract.

(b) A faculty member may receive leave for the adoption of a child and may suspend services at his or her request. This shall be leave without pay but with retention of rights under the Universities Retirement System and retention of unused sick leave. His/her insurance will be carried by the Board of Trustees until the end of the current semester; after that, he/she may continue insurance at his/her expense at the group rates established by the company. A faculty member on adoption leave shall return only at the beginning of the fall or spring or summer term. Absence on adoption leave shall not be included in determining length of service. Adoption leave granted to a non-tenured faculty member shall not extend beyond the termination date of his/her contract.

Adoption leave shall not be considered a break in continuous service; however, adoption leave shall be excluded in computing the necessary period of time for tenure.

Section 5.7. Substantiation of Sick Leave. The Board may at its discretion require substantiation of sick leave by a physician's statement if there is an apparent abuse.

ARTICLE VI

GRIEVENCE PROCEDURE

Section 6.1. Definition. A grievance is a dispute or difference of opinion raised by a faculty member covered by this Agreement against the college involving as to him the meaning, interpretation, or application of the specific provisions of this Agreement.

Section 6.2. Procedure. The parties agree to act in good faith to attempt to resolve grievances promptly and expeditiously, in accordance with the following procedure:

Step 1-- If a faculty member has a grievance, he shall present it in writing to the appropriate Dean or Director. If after one calendar week (seven calendar days) it is not settled to their mutual satisfaction, he shall present the matter within ten calendar days after receipt of the written response of the appropriate Dean, to the Executive Committee of the Union, which shall have the responsibility for deciding whether the matter will be appealed further.

Step 2-- If the Executive Committee of the Union decides to appeal the grievance to Step 2, the Union shall, within ten calendar days after the matter was presented to the Executive Committee by the faculty member, appeal the grievance in writing to the Vice Chancellor of Instruction (or in the case of counselors, to the Vice Chancellor for Student Development).

Step 3-- If the grievance is not resolved in Step 2 within ten calendar days of its presentation at that step, the Union shall, within ten calendar days after receipt of the written response of the Vice Chancellor of Instruction or Vice Chancellor for Student Development, appeal the grievance in writing to the Belleville Campus President.

Step 4-- If the grievance is not resolved in Step 3 within ten calendar days of its presentation at that step, the Union shall, within ten calendar days after the written response of the Belleville Campus President, appeal the grievance in writing to the Chancellor of the College. If the grievance is not resolved within ten calendar days after presentation to the Chancellor, the Union may elect to appeal the grievance to arbitration.

Section 6.3. Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the Union may appeal the grievance to arbitration within ten calendar days after receipt of the written response of the Chancellor in Step 4. The parties shall attempt to agree upon an arbitrator within ten calendar days after receipt by the College of notice of the appeal to arbitration; in the event the parties are unable to agree upon an arbitrator within said ten calendar days, the parties shall immediately jointly request the American Arbitration Association to submit a panel of arbitrators. Either party may reject one entire panel of arbitrators. From an acceptable panel, the arbitrator shall be selected in accordance with American Arbitration Association procedures, except that no arbitrator may be selected without the input of both parties in the selection process. The arbitration hearing shall be conducted at the earliest date mutually convenient for the parties and the arbitrator.

Section 6.4. Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He shall only consider and make a finding with respect to the specific issue submitted to him by the College and the Union, and shall have no authority to make a finding on any other issue not so submitted to him. The arbitrator shall be without power to make a finding contrary to or inconsistent with or modifying or varying in any way the laws of the United States or of the State of Illinois. The arbitrator shall submit in writing the finding as soon as reasonably practicable following the close of the hearing or the formation of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The findings shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be binding.

Section 6.5. Expense of Arbitration. The fees and expenses of the arbitrator and the costs of a meeting room, if any, and a written transcript, if any, shall be divided equally between the College and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 6.6. Time Limit for Finding. No grievance shall be entertained or processed unless it is submitted at Step 1 within 30 calendar days after the occurrence of the event or circumstances giving rise to the grievance. If a grievance is not presented within this time limit, it shall be considered waived. If a grievance is not appealed to the next step in the procedure set forth in Section 6.2 within the specified time limit or any agreed extension thereof, it shall be considered settled based upon the College's last response. If the College does not answer a grievance or an appeal thereof within the specified time limit, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the College and Union representatives involved in each step.

ARTICLE VII

COMPENSATION

Section 7.1 Salary Schedule. All faculty members shall be paid according to their placement upon a single salary schedule approved by the Board of Trustees. Faculty members who are hired after March 14, 1984 will be hired at Step 1 of Salary Schedule A, except that the Board reserves the right to hire employees at higher steps of the schedule in particular circumstances. Faculty members who are hired after March 14, 1984 shall progress through the steps to a maximum of Step 14. Pay for extra assignments shall be determined in accordance with Appendix B. Faculty members who are hired after March 14, 1984 shall receive extra assignment compensation at the step corresponding to their placement on Salary Schedule A to a maximum of Step 14.

Section 7.2. Placement of Faculty Members on Salary Schedule. Placement on the salary schedule shall be determined by degree, hours beyond the highest degree, and consistent with Section 7.1 and at the discretion of the Board, years credited and/or occupational experience. Graduate hours that do not fall in these categories will be evaluated by the appropriate Dean and the Vice Chancellor of Instruction, or in the case of counselors, upon the approval of the Vice Chancellor for Student Development. Courses taken beyond the master's degree will be considered for placement on the salary schedule only when they have received the prior approval of the appropriate Dean and the Vice Chancellor of Instruction or, in the case of counselors, upon the approval of the Vice Chancellor for Student Development.[2] Approved College credits earned prior to each semester will be used to determine salary for the ensuing semester. If approved college credit is earned during the Spring semester, it will be used to determine salary for the Summer session.

[2] For the purpose of this Agreement, courses and their attendant College credits shall be approved for reimbursement of educational incentive allowance of tuition and fees, as charged, to a maximum of $100 per credit hour, to a maximum of ten semester hours in any fiscal year AND for placement on the adopted salary schedule under the following conditions:

a. Courses taken as a part of a program approved by a recognized graduate institutuion leading to a graduate degree or specialist certificate in a teaching discipline or a program in higher or junior college education beyond the degree already held by an individual will be accepted as approved credit.

b. Courses taken at the request of the College Administration will be accepted as approved credit.

c. Courses taken in the instuctor's field will be accepted as approved credit unless credit for said courses has been previously earned.

d. Courses taken outside of a teaching disipline may be approved for incentive allowance and/or placement on the salary schedule at the discretion of the administration after consultation with the President of Faculty Senate.

e. Courses taken toward a second master's degree in the teaching discipline will be accepted as approved credit.

To qualify for incentive allowance and advancement on the salary schedule, the individual must submit evidence in the form of an official transcript signifying successful completion of the course.

Section 7.3. Pay Plans. Members shall have the option of being paid on a nine- or twelve-months' basis and must notify the Vice Chancellor for Administrative Services to that effect at the time of completing the tax deduction forms. Salary checks shall be issued twice each month, on the 15th and the last school day of the month. The last check shall be on the last day of school, provided each instructor has completed all reports as required. Check stubs shall be intemized.

Section 7.4 Summer Salary. Full-time faculty members who are employed to teach during the summer session will receive two months' salary on the appropriate salary schedule in a proportion equal to the number of credit hours taught divided by eight (8).

Section 7.5. Length of Summer Term. The summer term shall not exceed nine (9) calendar weeks.

Section 7.6. Longevity Payment. For longevity purposes, payment will begin on the 15th year of consecutive service with Districts 201 and 522.

If the 14th year was completed prior to the inception of District 522, then longevity payments will be retroactive to the academic year 1967 at the inception of District 522.

For instructors who have completed 14 years of consecutive service since inception of District 522, longevity will be retroactive to the academic year in which they began their 15th year of consecutive service.

All other instuctors will begin to receive longevity at the beginning of their 15th year of consecutive service.

Placement on the salary schedule alone does not determine the start of longevity payments. Longevity payments are based only on consecutive service with Districts 201 and 522. Only those instuctors who were full-time faculty of the College at its inception may count service with District 201 for longevity.

Section 7.7. Evening Reimbursement. The evening rate for full-time faculty members covered by this agreement will be paid by the following formula:

$$\frac{1}{4.5} \quad \times \quad \frac{\text{equated hours}}{8} \quad \times \quad \begin{array}{l}\text{9-month salary rate}\\ \text{as taken from extra-}\\ \text{assignment schedule}\\ \text{(Appendix B)}\end{array}$$

9 month

APPENDIX A
1986-87 FACULTY SALARY SCHEDULE

STEP	LESS THAN MASTERS	MASTERS + 0-14	MASTERS + 15-29	MASTERS + 30-44	MASTERS + 45-59	MASTERS + 60	DOCTORATE
1.	$14,400	$15,941	$16,673	$17,397	$18,120	$18,870	$19,593
2.	$15,156	$16,697	$17,429	$18,153	$18,876	$19,626	$20,349
3.	$15,912	$17,453	$18,185	$18,909	$19.632	$20,382	$21,105
4.	$16,668	$18,209	$18,941	$19,665	$20,388	$21,138	$21,861
5.	$17,424	$18,965	$19,697	$20,421	$21,144	$21,894	$22,617
6.	$18,180	$19,721	$20,453	$21,177	$21,900	$22,650	$23,373
7.	$18,936	$20,477	$21,209	$21,933	$22,656	$23,406	$24,129
8.	$20,873	$22,739	$23,440	$24,144	$24,843	$25,545	$26,243
9.	$21,520	$23,488	$24,188	$24,888	$25,588	$26,270	$27,191
10.	$22,167	$24,235	$24,932	$25,636	$26,336	$27,038	$28,132
11.	$22,845	$25,021	$25,720	$26,422	$27,121	$27,824	$29,132
12.	$23,569	$25,851	$26,549	$27,251	$27,951	$28,652	$30,183
13.	$24,327	$26,726	$27,427	$28,128	$28,830	$29,530	$31,295
14.	$25,087	$27,605	$28,304	$29,003	$29,704	$30,406	$32,403
				CAP			
15.	$25,847	$28,479	$29,179	$29,883	$30,582	$31,282	$33,511
16.	$26,603	$29,355	$30,056	$30,757	$31,456	$32,157	$34,623
17.	$27,362	$30,230	$30,930	$31,631	$32,334	$33,035	$35,731
18.	$28,123	$31,106	$31,806	$32,509	$33,208	$33,911	$36,842
19.	$28,884	$31,980	$32,685	$33,386	$34,085	$34,786	$37,950
20.	$29,640	$32,858	$33,558	$34,260	$34,960	$35,662	$39,060
21.	$30,401	$33,733	$34,435	$35,135	$35,838	$36,539	$40,168
22.	$30,743	$34,129	$34,828	$35,533	$36,233	$36,935	$40,668
LONGEVITY	+110	+130	+140	+150	+160	+170	+200

APPENDIX B

EXTRA ASSIGNMENT SCHEDULE

NOTE: In no case will the hourly rate of pay computed from this schedule fall below the corresponding part-time hourly rate in effect at the date of ratification of this Agreement by both parties.

STEP	LESS THAN MASTERS	MASTERS + 0-14	MASTERS + 15-29	MASTERS + 30-44	MASTERS + 45-59	MASTERS + 60	DOCTORATE
1.	$ 8,133	$ 9,111	$ 9,478	$ 9,846	$10,212	$10,579	$10,946
2.	8,533	9,511	9,878	10,246	10,612	10,979	11,346
3.	8,933	9,911	10,278	10,646	11,012	11,379	11,746
4.	9,333	10,311	10,678	11,046	11,412	11,779	12,146
5.	9,733	10,711	11,078	11,446	11,812	12,179	12,546
6.	10,133	11,111	11,478	11,846	12,212	12,579	12,946
7.	10,533	11,511	11,878	12,246	12,612	12,979	13,346
8.	10,933	11,911	12,278	12,646	13,012	13,379	13,746
9.	11,271	12,302	12,669	13,036	13,403	13,770	14,241
10.	11,610	12,693	13,059	13,427	13,794	14,161	14,736
11.	11,967	13,105	13,472	13,839	14,206	14,573	15,259
12.	12,344	13,540	13,907	14,274	14,641	15,008	15,809
13.	12,742	13,998	14,366	14,733	15,100	15,466	16,391
14.	13,140	14,458	14,825	15,191	15,559	15,929	16,972
CAP							
15.	13,537	14,916	15,283	15,651	16,018	16,384	17,554
16.	13,935	15,375	15,743	16,109	16,476	16,844	18,134
17.	14,332	15,834	16,201	16,568	16,936	17,302	18,715
18.	14,730	16,293	16,659	17,027	17,394	17,761	19,297
19.	15,128	16,751	17,119	17,486	17,853	18,220	19,878
20.	15,525	17,211	17,577	17,944	18,312	18,679	20,459
21.	15,923	17,669	18,035	18,404	18,771	19,137	21,040
21a.	16,102	17,876	18,243	18,610	18,977	19,345	21,302
LONGEVITY	+110	+130	+140	+150	+160	+170	+200

ARTICLE VIII

FRINGE BENEFITS

Section 8.1. Life Insurance. The College shall provide group life insurance coverage of $15,000 on each faculty member. Coverage is not limited to the academic year but shall be provided on a 12-month basis, that 12-month period to be the insurance year as defined in the College`s agreement with the insurance carrier. Life insurance coverage shall immediately cease upon the layoff or termination of a faculty member.

Section 8.2. Hospitalization. The College shall continue to provide hospitalization coverage based on the average semi-private room rate and surgical benefits coverage for each faculty member and his dependents, the cost of which is not to exceed $156 per family per month. Effective the beginning of the 1985-86 academic year, the College will contribute to the premium cost of hospitalization and surgical benefits coverage at a rate which is 50 cents below such premium cost per pay period per faculty member, but not to exceed a total premium cost increase of $18 per month per faculty member. Coverage is not limited to the academic year but shall be provided on a 12-month basis, that 12-month period to be the insurance year as defined in the College`s agreement with the insurance carrier. Except as provided for in Section 8.3, hospitalization coverage shall cease immediately upon layoff or termination of a faculty member.

Section 8.3. Maintenance of Coverage in the Event of Death. In the event that the death of a faculty member occurs any time during the fiscal year of employment, the Board of Trustees will maintain the same hospitalization and surgical benefits for the spouse and legal dependents for the balance of the year. After this period, the spouse will be offered the option of continuing at his/her own expense.

Section 8.4. Legal Assistance. The Board of Trustees shall provide all employees with necessary legal service in defense of litigations that arise out of and in the course of performance of official duties, where the Board's legal interests are not in conflict with the employee's legal interests.

Section 8.5. Long-Term Disability Income Maintenance Program. The Board of Trustees shall provide a 50 percent funding, for those faculty who choose to participate, of a long-term disability income maintenance program for faculty members covered by this Agreement.

Section 8.6. Academic Regalia. If required by the Board of Trustees, academic regalia will be worn by faculty members at commencement exercises and shall be provided by the College.

Section 8.7. Retirement Overload. A faculty member who retires during the term of this Agreement (under the State University Retirement System and who has reached the age of 55) shall be entitled until attaining age 70 upon written requests, to teach a maximum of four (4) courses during the period consisting of the academic year and the following summer session provided, however, that no more than two such courses are taught during any single semester, and provided further, however, that such courses taught during the summer term will be paid at the overload rate for Fall and Spring semester courses at the time of the employee's retirement. Compensation for such teaching shall be at the overload rate in effect at the time of the faculty member's retirement.

Section 8.8. Retirement Insurance. A faculty member who retires during the term of this Agreement (under the State University Retirement System and who has reached the age of 55) shall be eligible, until attaining age 70, to continue the hospitalization and surgical insurance coverage, including individual and/or family coverage, at his own expense, at the group rate effective during the period of continued coverage.

Section 8.9. Dependent Tuition. Each faculty member and his current spouse and children under the age of 25 shall be eligible to enroll in all Belleville Area College courses at a tuition rate of two dollars ($2.00) per semester hour. Any enrollment under this provision of the contract shall only be available if there is sufficient enrollment in each such course section affected to prevent class cancellation for insufficient enrollment prior to any enrollment of the employee, spouse, or child covered by this Agreement.

Section 8.10. Vacations.

(1) Avaition mechanics, and any other full-time faculty member working the administrative calnedar (i.e., on a 12-month basis) shall be entitled to fifteen (15) days` vacation as provided herein.

(2) Vacation Scheduling. Vacations shall be scheduled insofar as practicable at the times most desired by each employee subject to approval by the appropriate Dean.

(3) Separation. Unless an employee is discharged (or resigns when offered that opportunity in lieu of discharge), an employee shall receive vacation pay for all vacation which he is otherwise eligible to take at the time of separation. Such vacation pay shall be on the *pro rata* basis of one day`s pay for every full twenty-five calendar days (commencing with the first day of the Fall semester) less any vacation taken during that period.

ARTICLE IX

FAIR SHARE

Section 9.1. Fair Share Fee. Full-time faculty members who are non-Union members shall be required, commencing on March 14, 1984 or 60 days after the date of hire, whichever is later, and continuing for the term of this agreement, to pay a fair share fee in accordance with this Article. Each faculty member's fair share shall be computed as follows: At the end of the 1984-85 academic year, the Union will compute and supply to the college administration the cost of the collective bargaining process and defense of this Agreement for that academic year, divided by the total number of full-time faculty members. One-eighteenth of this total fair share amount shall then be deducted from each non-Union faculty member's pay during each of the first 18 pay periods for that faculty member during the 1985-86 academic year. Thereafter, the amount of the fair share fee due and owing from each non-Union faculty member shall be deducted in this same manner during any academic year, based upon actual collective bargaining and contract administration costs experienced by the Union during the preceeding academic year.

Should any faculty member object to paying a fair share fee to the Union based upon bonafide religious tenets or teachings of a church or religious body of which such faculty member is a member, an amount equal to the faculty member's fair share should be paid to a non-religious charitable organization mutually agreed upon by the faculty member and the Union. If the faculty member and the Union are unable to agree on the matter, payments in lieu of fair share shall be made to a charitable organization from a list of charitable organizations approved by the Illinois Educational Labor Relations Board. The Union shall certify to the College the charitable organization to which such payments are to be made, or the faculty member may elect to make such payments directly to the designated organization, provided that written receipts evidencing payment are supplied to the Union on a monthly basis.

Section 9.2. Indemnification. The Union shall indemnify and hold harmless the Board of Trustees, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability (monetary or otherwise) that shall arise out of complying with the above provision of this article, or in reliance on any list, notice, certification, affidavit or reassignment furnished under any such provisions.

ARTICLE X

SENIORITY

Section 10.1 Definition. Seniority is defined for the purposes of this Agreement as a faculty member's length of continuous service since his last date of hire by the College.

Section 10.2 Standard Load Assignment Procedure. Standard load assignments shall be processed according to the following steps:

a. The College administration shall draft tentative class schedules;

b. The appropriate Dean will meet with the faculty committee for their area (and other interested faculty members from each area) regarding such tentative schedules;

c. If any problems arise, the appropriate Dean and faculty members will try to resolve any such problems. In the event of conflicts in teaching preferences by faculty members, seniority will be a major consideration; (If an individual faculty member has further concerns, they may be appealed to the committee and appropriate Dean.)

d. If the problems can not be worked out, the College administration reserves the right, in accordance with the Statement of Board Rights in this Agreement, to make the final scheduling decisions.

Section 10.3 Overload and Summer Assignments. Extra (overload) and summer assignments will be made to qualified full-time faculty members in rotation order based on seniority.

Section 10.4. Summer Load. Consistent with the seniority clause (Section 10.3) and subject to availability, the standard full-time faculty load shall be no more than 11 equated hours per summer term. A faculty member may elect to have his name listed on the summer class schedule for no more than 11 equated hours of courses for which he is qualified. Full-time faculty members shall be guaranteed a summer contract for all sections which have their name listed in the summer schedule and meet minimum course enrollments. In the event that no section achieves minimum course enrollment, the faculty member shall be guaranteed a summer contract for at least one section or assigned equivalent duties. A faculty member, if qualified, may teach additional sections that are listed as "staff" on the summer schedule and meet minimum course enrollment as long as the total equated load remains no more than 11 equated hours for the summer term. With the approval of both the affected faculty member and the Belleville Campus President, summer teaching loads may be used by full-time faculty at no additional or extra compensation to fulfill the minimum 28 equated hour academic year load as defined in Section 3.1. Service and Work Load Standards.

Section 10.5. Right to Assignments at Granite City and Red Bud. A full-time faculty member has the right to request and to receive an assignment to one or more classes at Granite City and/or Red Bud if such assignment is necessary to enable the faculty member to meet standard load requirements or achieve maximum overload or summer load. Requests for such assignments will be considered in seniority order.

Section 10.6. Office Moves. Offices currently designated as faculty offices will continue to be designated as faculty offices unless the faculty members affected by an office redesignation (the faculty member to be displaced and the faculty member occupying the office to which the displaced faculty member will be moving) agree to the redesignation.

In the event that an office vacany occurs due to attrition of faculty within an office area, the vacancy will be offered first to faculty in that office area on a seniority basis. The office may be converted to other use only if no faculty in that office area request reassigmnment to that office.

ARTICLE XI

RETRAINING

Full-time faculty members who are employed as such by the College on March 14, 1984 shall be eligible for the retraining and job security provisions set forth herein, subject to the qualifications and procedures also set forth herein. Part-time faculty members now or hereafter employed as such and full-time faculty members hired or rehired after March 14, 1984 are not eligible for these provisions. Tenured faculty members (including full-time faculty members who are tenured as of March 14, 1984 and full-time faculty members who are not tenured as of March 14, 1984 but who subsequently acquire tenure) who are subject to retrenchment or a reduction in force affecting their department or program shall be entitled to receive retraining in lieu of layoff or dismissal. The procedure to be followed shall be as follows:

(1) The affected faculty member shall be notified of the proposed retrenchment on or before October 15 of the academic year prior to the one in which the retrenchment will be effected;

(2) Upon receiving such notice, the affected faculty member shall be given the opportunity to meet with the Vice Chancellor of Instruction or his designee, together with the Union President and such other persons as the Vice Chancellor may request to be present, to discuss retraining options;

(3) At or after the meeting specified in paragraph (2), and after consultation with the affected faculty member, the Vice Chancellor of Instruction will present to the affected faculty member a list of two disciplines, from which list the affected faculty member may select the discipline in which he will be retrained. Disciplines will be selected by the Vice Chancellor of Instruction on the basis of the needs of the College (which shall

be paramount), the faculty member's background and experience, and the desires of the faculty member. Faculty members will not be required to retrain in disciplines the requirements of which include prior work experience that the faculty member does not possess. The faculty member shall have the right to veto one of the two discipline options, in which case the appropriate Dean shall replace the vetoed option with a third discipline option for purposes of enabling the faculty member to choose between the third option and the non-vetoed option;

(4) A retraining program will be devised by the affected faculty member and the Vice Chancellor of Instruction, and retraining schedules and courses will be arranged by the affected faculty member upon approval of the Vice Chancellor of Instruction.

(5) All tuition and fees directly related to class attendance in accordance with an approved retraining program and schedule shall be paid by the College. The College will pay such tuition and fees when they are due but if the faculty member fails to complete any course with a grade of B or better, the tuition and fees for that course must be refunded to the College by the faculty member;

(6) Under normal circumstances, it is expected that the necessary retraining will be completed without disruption of normal teaching assignments during the three academic semesters (Spring, Fall, Spring) and two Summers immediately following notification to the affected faculty member, provided:

   (a) Faculty members who are notified of retrenchment during the Spring semester of the 1983-84 academic year shall have the same amount of time (i.e. three academic semesters following notification--Fall, Spring, Fall, Spring plus two Summers) to complete retraining as faculty members who are notified as of October 15 of any subsequent year;

   (b) Faculty members may be given an additional semester to complete retraining in extraordinary circumstances (such as for health reasons) upon approval of the Union President and the Belleville Campus President;

(7) If it is required, the faculty member shall be granted:

   (a) A "mini-sabbatical" one semester in duration, during which he will be released from his normal class load at 60% of the base pay he would otherwise receive for full-time teaching duties that semester, provided:

(i.) That the faculty member shall not be eligible to receive overload or other extra assignments from the College during the "mini-sabbatical"; and

(ii.) That any and all retraining obligations of the College (including the 60% pay obligation during the "mini-sabbatical") shall cease as of the first day of the employment of the faculty member outside the College (including teaching overload courses at other educational institutions) during the "mini-sabbatical";

(b) If necessary, an additional semester of release time without pay in which to complete his studies, during which time provisos (i.) and (ii.) of sub paragraph A, above shall also be applicable to this sub paragraph (b).

Faculty members shall not be deprived of movement on the salary schedule accorded to other faculty members as a longevity increment or education lane advancement solely because they are undergoing retraining. A faculty member being retrained who meets the minimum retraining qualifications shall be entitled to pursue further academic credentials in the retraining discipline upon approval of the Belleville Campus President and the Union President. A faculty member who is notified of retrenchment according to this section and who is unable to teach a full standard load through no fault of his own during any of the regular semesters of the retraining period shall none the less be paid as though he were teaching a full standard load for that semester, although he may be assigned compensating duties in accordance with Section 3.8.

Faculty members shall not be limited to a single application for retraining. Faculty members who have been retrained, but who must be retrained again due to circumstances beyond their control, will be eligible for retraining under the same conditions as other faculty members.

Once satisfactorily retrained, a faculty member shall be entitled to remain as a full-time faculty member with the College under such terms and conditions, including salary and benefits, as may be established from time to time by the College and/or as the product of negotiations with the Union, until his retirement, death, voluntary resignation, dismissal for cause, or failure of any subsequent retraining, so long as the College continues to exist in its present form. Faculty members who fail to achieve the necessary retraining credentials, as determined by the College, within the time allowed for such retraining in the procedure set forth above, may be dismissed or reassigned by the College subject to applicable law.

ARTICLE XII

SAVINGS

This Agreement is subject to applicable Federal and State law, including the Illinois Educational Labor Relations Act. If any provision of this Agreement, or the application of such provision, should be declared or rendered invalid by any court by the Illinois Educational Labor Relations Board, or by reason of any existing or subsequently enacted legislation then the remaining parts or provisions of this Agreement shall remain in full force and effect.

ARTICLE XIII

ENTIRE AGREEMENT

Section 13.1. Entire Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment. Amendments may be initiated at the written request of the Board or the AAUP/AFT Chapter, and shall become effective upon adoption by the Board and ratification by the AAUP/AFT chapter, or at such other time as the Board and the AAUP/AFT Chapter may agree.

Section 13.2. Waiver. The Board and the AAUP/AFT Chapter, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement even though such

subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XIV

GENDER OF WORDS

The masculine gender as used herein shall be deemed to include the feminine gender, unless in the context of the provision concerned the feminine gender is clearly inappropriate.

ARTICLE XV

TERM OF AGREEMENT

This Agreement shall be effective on August 18, 1986 and shall expire on the date preceding the first day of the 1987-88 academic year.

Chairman, Board of Trustees
Community College District #522

Dated ______________________

President, Belleville Area
Chapter, AAUP/AFT

Dated Oct 6, 1986

To Ken Pinzke

From Bruce Wissore

Subject Professional Development

Date March 2, 1984

I am writing this memo to confirm that in response to Charlie Giedeman's concerns regarding professional development in certain career areas, Dr. Clark and I will review the needs of the individuals he mentioned. We intend to specificially review the areas in which fast-changing technology makes it difficult for full-time faculty to remain current.

kr

To Ken Pinzke

From Bruce Wissore

Subject Contract Concerns

Date March 5, 1984

In regards to your question requesting our intentions concerning class minimums and maximums for the next two years, it is our intention to retain the class minimum of 12 and the class maximum of 40 (except in those cases where lab stations, current practices, or other contractual provisions dictate otherwise) through the Summer semester of 1986.

Regarding the definition of "serious illness," in the event that a child is ill enough that a physician is consulted, I would consider the child's illness to be serious.

kr

50-082-5220-15
Region 04

Belleville Area College
Memorandum of Understanding
1987 – 1988
1988 – 1989

Belleville Area College
Belleville Granite City Red Bud

The Board of Trustees of Belleville Area College, District #522 and the Belleville Area College Chapter of the AAUP affiliated with the AFT agree as follows for the period 1987-88, 1988-89.

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STATEMENT OF BOARD RIGHTS

The Board, on behalf of the electors of the District, retains and reserves the ultimate responsibilities for proper management of the College District including but not limited to the responsibilities for and the right:

1. To maintain executive management and administrative control of the College District and its properties and facilities and the professional staff;
2. To hire all employees and, subject to the provisions of the law and of this Agreement, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;
3. To establish courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
4. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction;
5. To determine class schedules, non-classroom assignments, the hours of instruction, and the professional duties, responsibilities and assignments of those in the bargaining unit.

It is recognized that the Board normally exercises most of its powers, rights, authorities, duties and responsibilities through members of the administrative staff.

Except as stated herein, the Board shall not be limited in the exercise of the foregoing powers, rights, authorities, duties and responsibilities nor limited on any right granted the Board by law.

ARTICLE I

RECOGNITION AND DEFINITIONS

Section 1.1. Recognition and Appropriate Bargaining Unit. The Board recognizes the Belleville Area College Chapter of the AAUP/AFT as the sole and exclusive bargaining agent for the bargaining unit consisting of the full-time faculty employed by Public Community College District #522 (Belleville Area College): instructors, librarians, counselors and coordinators. Recognition is accorded pursuant to the Illinois Educational Labor Relations Act, which shall also govern the terms of this agreement.

Section 1.2. Benefits to Part-time Faculty Members. Those part-time faculty members who were on March 14, 1984 three-fifths or four-fifths faculty members shall continue to be eligible for prorated sick leave, full hospitalization and disability, placement on the salary schedule on a prorated basis, and no other benefits. Other part-time faculty members employed by the College on or after March 15, 1984 are not subject to the terms of this Agreement, regardless of the percentage of the standard load that they may carry.

Section 1.3. Academic Year. The Academic year begins with the first date on the fall calendar and ends on graduation day. The academic year shall not exceed 40 calendar weeks. All portions of this document, unless specifically indicated, apply only to the academic year.

Section 1.4. Class Periods. Class periods are regularly 50 minutes of student-teacher contact. Classes are scheduled by the Vice Chancellor for Instruction following consultation with the Deans. Laboratory and studio hours' length and time are to be determined by the Vice Chancellor for Instruction following consultation with the appropriate Dean.

Section 1.5. Definitions. For the purpose of this Agreement, "full-time faculty" shall be defined as instructors who teach a minimum of twenty-eight (28) to thirty-two (32) equated hours per academic year, librarians who work a forty (40) clock hour work week (in accordance with Section 3.4), counselors who work a forty (40) clock hour work week (in accordance with Section 3.3), and coordinators and other faculty members whose combined teaching load and released time equals a minimum of twenty-eight (28) to thirty-two (32) equated hours per academic year. A leave of absence shall not affect the full-time faculty status of a faculty member who is a full-time faculty member as of the commencement of the leave of absence, except as and to the extent provided in Article V of this Agreement.

The terms "lecture hour," "lecture and recitation hour," "laboratory hour," "clinical experience," "supervised interns," and "individual stations" shall be defined in accordance with established College policy.

ARTICLE II

Non-Interruption of Services

Section 2.1. Prohibited Activity. During the term of this Agreement and in return for the terms and conditions set forth in this Agreement, neither the AAUP/AFT Chapter nor any faculty member covered by this Agreement shall instigate, promote, support, engage in, or condone any strike (including sympathy strike), picketing, slowdown, concerted stoppage of work or any other similar intentional concerted interruption of operations at Belleville Area College provided, however, that in the event that the reopener clause of this Agreement becomes operative, the Union would have all the rights allowed by law, including the right to strike.

Section 2.2. Cooperation to End Any Breach. Both the Board and the AAUP/AFT Chapter recognize the serious detriment to the paramount interests of the public and the students of Belleville Area College which would result from a violation of the non-interruption of services provisions of this Agreement, and, accordingly, there shall be cooperation between the parties to immediately end any such activity.

Section 2.3. No Lockout. During the terms of this Agreement, the Board will not lockout any faculty member covered by this Agreement as a result of a labor dispute.

ARTICLE III

SERVICES AND WORK LOAD STANDARDS

Section 3.1. Standard Load and Overload. The standard full-time faculty load shall be no more than 32 equated semester hours nor less than 28 equated semester hours per academic year. The total overload shall not exceed 9.5 equated hours per academic year. The limit on overload shall not apply to substitute teaching. The following guidelines to be observed:

1. If an overload assignment is necessary, it should not exceed either:
    a. One course section in which the credit hour value does not exceed five semester hours per semester, or,
    b. If more than one course section, the combined credit hour value shall not exceed three semester hours per semester.
2. For the purposes of overload and summer session compensation, laboratory and studio contact hours will be equated to semester hours area by area as follows:

Equating Teaching Loads in the Science Area

1. For equated hours, the following shall be used in computation:

    Each lecture and recitation hour shall count 1.

    Each laboratory hour shall be equated at 0.8.
2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in the Electronics Area

1. For equated hours, the following shall be used in computation:

    Each lecture hour shall count 1.

    Each laboratory hour shall be equated at 0.8.
2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in the Physical Education Area

For equated hours, the following shall be used in computation:

Each contact hour shall be equated at 0.8.

Equating Teaching Loads in the Drafting Area

1. For equated hours, the following shall be used in computation:

   Each lecture hour shall count 1.

   Each laboratory hour shall be equated at 0.8.

2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in the Art Area

1. For equated hours, the following shall be used in computation:

   Each lecture hour and studio-lecture hour shall count 1.

   Each laboratory hour shall be equated at 0.8.

2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in the Mathematics, Social Science, Language, and Business Area

1. For equated hours, the following shall be used in computation:

   Each lecture hour shall count 1.

   Each laboratory hour shall be equated at 0.8.

2. Supervised intern in Marketing and Mid-Management shall be equated at 0.2 per student. Supervised off-campus interns in data processing shall be equated at 0.2 per student.

Equating Teaching Loads in the Aviation Technology Area

For equated hours, the following shall be used in computation:

Each contact hour shall be equated at 0.4 in aviation maintenance, pilot training, and avionics.

The Base contract for Aviation faculty shall be placed on a 12-month schedule.

Equating Teaching Load in the English Area

1. For equated hours, the following shall be used in in computation:

   Each lecture hour in composition (including rhetoric, remedial and technical writing courses, journalism, and GED) shall be equated at 1 1/3.

   All other lecture hours shall count one each.

2. Maximum class size shall be 20 students for all remedial courses, including communications and reading laboratories and courses numbered 100 and under, 25 students for composition and journalism courses numbered 101 and above, 40 students for all other courses taught by the Department, and the maximum for Literature 115 (Contemporary Film) shall be 50 students.

3. Should an English instructor be required to have more than three different preparations, then the total equated hours shall be multiplied by 1.3 to determine the actual equated load.

Equating Teaching Loads in the Health Related Occupations and Nursing Education Programs

For equated hours, the following shall be used in computation:

Each lecture shall count as 1.

Each laboratory hour shall be equated according to the following:

Nursing	one to one

All Other Health Related Occupations:

Radiologic Technology 100 & 110	0.8
Radiologic Technology 151	0.6
Radiologic Technology 231, 241, & 242	0.4

Radiologic Technology 298 & 299	0.25
Physical Therapy Assistant	0.8
Medical Laboratory Technician	0.8

Clinical experience shall be equated according to the following:

Medical Assistant 280	0.25
Radiologic Technology 160 & 260	0.25
Medical Laboratory 245 & 275	0.25
Physical Therapy Assistant 170 & 270	0.25
Medical Records 230 & 260	0.25

Equating Teaching Loads in the Agriculture Area

1. For equated hours, the following shall be used in computations:

   Each lecture hour shall count 1.

   Each laboratory hour shall be equated at 0.8.

   Supervised interns in the Agriculture area shall be equated at 0.2 per student.

2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in Music Area

1. Each lecture hour shall count 1.
2. Each laboratory hour shall be equated at 0.8.

Equating Teaching Loads in the Air Conditioning, Heating and Refrigeration Area

1. Each lecture hour shall count 1.
2. Each laboratory hour shall be equated at 0.5.
3. Supervised interns in the area shall be equated at 0.2 per student.

Equating Teaching Loads in the Construction Management Technology Area

Supervised interns in the area shall be equated at 0.2 per student.

Section 3.2. Equated Hours.

Laboratory and studio contact hours shall be equated to semester hours area by area as follows:

Equating Teaching Loads in the Science Area

1. For equated hours, the following shall be used in computation:
    a. Each lecture and recitation hour shall count 1.
    b. Each laboratory hour shall be equated at 0.5.
2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in the Electronics Area

1. For equated hours, the following shall be used in computation:
    a. Each lecture hour shall count 1.
    b. Each laboratory hour shall be equated at 0.5.
2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in the Physical Education Area

1. For equated hours, the following shall be used in computation:
    a. Each contact hour shall be equated at 0.5.

Equating Teaching Loads in the Drafting Area

1. For equated hours, the following shall be used in computation:
    a. Each lecture hour shall count 1.
    b. Each laboratory hour shall be equated at 0.5.
2. The maxiumum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in the Art Area

1. For equated hours, the following shall be used in computation:
    a. Each lecture hour shall count 1.

b. Each laboratory hour shall be equated at 0.5.

2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in the Mathematics, Social Science, Language and Business Area

1. For equated hours, the following shall be used in computation:

   a. Each lecture hour shall count 1.

   b. Each laboratory hour shall be equated at 0.5.

2. Supervised intern in Marketing and Mid-Management shall be equated at 0.2 per student. Supervised off-campus interns in Data Processing shall be equated at 0.2 per student.

Equating Teaching Load in the Aviation Technology Area

For equated hours, the following shall be used in computation:

1. Each contact hour shall be equated at 0.5 in aviation maintenance. Each contact hour shall be equated at 0.4 in pilot training and avionics.

2. The base contract for aviation faculty shall be placed on a 12-month schedule.

Equating Teaching Loads in the English Area

For equated hours, the following shall be used in computation:

1. Each lecture hour shall be equated 1.0.

2. Maximum class size shall be 20 students for all remedial courses, including communications and reading laboratories and courses number 100 and under; 25 students for composition and journalism courses numbered 101 and above; 40 students for all other courses taught by the department, and the maximum for Literature 115 (Contemporary Film) shall be 50 students.

3. Should an English instructor be required to have more than three different preparations, then the total equated hours shall be multiplied by 1.3 to determine the actual equated load.

Equating Teaching Loads in the Health Related Occupations and Nursing Education Program

For equated hours, the following shall be used in computation:

1. Each lecture hour shall count 1.

2. Each laboratory hour shall be equated according to the following:

Nursing... 0.8.

All other Health Related Occupations:

Radiologic Technology 100 and 110	0.5
Radiologic Technology 151	0.5
Radiologic Technology 231, 241, and 242	0.4
Radiologic Technology 298 and 299	0.25
Physical Therapy Assistant	0.5
Medical Laboratory Technician	0.5

Clinical experience shall be equated according to the following:

Medical Assistant 280	0.25
Radiologic Technology 160 & 260	0.25
Medical Laboratory 245 & 275	0.25
Physical Therapy Assistant 170 & 270	0.25
Medical Records 230 & 260	0.25

Equating Teaching Loads in the Agriculture Area

1. For equated hours, the following shall be used in computation:

   Each lecture hour shall count 1.

   Each laboratory hour shall be equated at 0.5.

   Supervised interns in the Agriculture area shall be equated at 0.2 per student.

2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in Music Area

1. Each lecture hour shall count 1.

2. Each laboratory hour shall be equated at 0.5.

Equating Teaching Loads in the Air Conditioning, Heating and Refrigeration Area

1. Each lecture hour shall count 1.
2. Each laboratory hour shall be equated at 0.5.
3. Supervised interns in the area shall be equated at 0.2 per student.

Equating Teaching Loads in the Construction Management Technology Area

Supervised interns in the area shall be equated at 0.2 per student.

Section 3.3. Service and Work Load Standards for Counselors.

1. Each counselor will work a 40 clock-hour work week between the hours of 8 a.m. and 5 p.m., Monday through Friday only, such hours to be determined by the Dean of Counseling in accordance with Section 10.2. (30 minutes per day will be provided for lunch and included as part of the 40-hour work week).
2. Each counselor will be employed for 11 months or 45 weeks on a single salary schedule beginning with the beginning of the academic year.
3. In lieu of a teaching overload, a counselor may be assigned 4 hours of evening counseling outside of his regular contractual obligations. Each contact hour shall be equated at 0.8.

Section 3.4. Service Work Load for Librarians.

1. The work week for a librarian is 40 clock hours not to include Sunday. (30 minutes per day will be provided for lunch and included as part of the 40-hour week.)
2. Each librarian will be employed on a nine-month basis with the option of working the two-month summer session provided that the College may require one librarian to work the summer session.
3. For librarians, an overload assignment may be taken as pay or compensatory time.

a. The pay shall be at the same hourly rate unless this is less than the hourly rate paid other evening or part-time faculty; if so, the librarians shall receive the hourly rate paid other evening and part-time faculty;

b. Compensatory time may be taken at any time as individual days or grouped as several days.

This time shall be taken with the approval of the Director of Instructional Resources and Services Department.

4. The actual daily work schedules for the professional library staff will be determined by the Director of Instructional Resources and Services to meet the needs of the library.

Section 3.5. Day Overload. An overload shall be considered more than 32 equated semester hours for the academic year. Compensation for each equated semester hour of overload shall be computed at the rate of 1/30th of the faculty member's appropriate salary as determined by the extra assignment salary schedule. (Attached hereto as Appendix B.) Overload shall be computed on the basis of an equated 30 semester-hour load for the academic year.

Section 3.6. Office Hours. Each regular faculty member should be available in his office for whatever period of time may be necessary to meet the needs of his students. This time shall be at least five (5) scheduled hours per week and five (5) unscheduled hours. Other contact hours, such as laboratory periods or studio periods, may be substituted for a portion of this load with the approval of the Vice Chancellor for Instruction. Each faculty member who teaches an overload after 5 p.m. will be available, upon student's request in his office for evening student consultation. During the summer session, each regular faculty member shall schedule one office hour for each three hours taught.

Section 3.7. Assignment of Extension Centers. The College has the right to initially employ full-time faculty members at the Belleville Campus (2500 Carlyle Road) and at any of its extension centers. However, once so employed, no full-time faculty member may be assigned a class at another extension center without his approval except to make a regular load and provided that no sections, taught by less senior or part-time employees, are available to make his regular load at the initial center of employment. Belleville Campus faculty may, however, be assigned duties within the Belleville city limits, Scott AFB or Cahokia without regard to the above stipulations.

Section 3.8. Failure of Class to Materialize. In the event that a full-time faculty member's regularly scheduled day, evening, or summer school classes fail to materialize, the faculty member, in consultation with the appropriate Dean and with the approval of the Vice Chancellor for Instruction, will be assigned a compensating load of instruction, administration, or other professional assignment for which the faculty member is qualified.

Section 3.9. Compensation for Substitute Teaching.

1. Upon assignment by the appropriate Dean and with the consent of the substituting faculty member, substitute teaching by a faculty member will be paid at the formula for evening rate of full-time faculty. Compensation for substitute teaching shall be paid on

the second (2nd) paycheck after each substitution is completed.

2. Whenever absences exceed one week's class meetings, the substitute faculty member shall be paid at the rate of 1/30th of his base pay for each equated semester hour for the entire period of substitution.

Section 3.10. Term of Contracts. All contracts shall be for the academic year except for those faculty members who by definition elsewhere in this Agreement receive eleven and twelve-month contracts and except for the aviation faculty who shall receive a twelve-month contract. Any service above the defined academic year will be contracted for by the Board of Trustees upon recommendation of the Chancellor.

Section 3.11. Maximum Class Size. Maximum class sizes not listed in Section 3.2 will be determined by the Vice Chancellor for Instruction after consultation with the appropriate personnel concerned. If the Vice Chancellor for Instruction finds it necessary to render a decision which is in contrast to the written recommendation of the department, he will furnish details to support his decision.

Section 3.12. Recognition of Faculty Responsibility. In recognition of their responsibility to the students and the community, faculty members will exert their best efforts to see that each student is afforded the amount of time and effort necessary for the fulfillment of instructional objectives. Each faculty member will maintain an active interest in his discipline and in his department. He will attend regularly scheduled departmental meetings and promptly file necessary records and reports upon the request of academic administration.

Section 3.13. Experimental Classes. Experimental classes shall not exceed two years in duration.

Section 3.14. Telecourses. Except as provided below, telecourses offered to a faculty member shall not constitute any part of that faculty member's regular load and/or overload. Compensation for teaching a telecourse shall be $9 per equated hour per enrolled student, with a $2 per student completion fee for each student who receives a grade on the final roster.

In the event that a faculty member's base load cannot be filled due to a lack of courses which the faculty member is qualified to teach, telecourses which the faculty member is qualified to teach and which are available following class cancellations, shall be assigned to fill the base load (unless other, non-teaching options are agreed to by both the affected faculty member and the College). This option is available only if there are no courses being taught as an overload by this or any other full-time faculty member which the affected faculty member is qualified to teach.

If a faculty member chooses to teach both a telecourse and a regularly scheduled overload course, he should be permitted to teach both such courses only if the overload course is not desired and needed by another faculty member, not scheduled to teach a telecourse, in order to achieve maximum overload. If in this situation the second faculty member does desire and need the first faculty member's overload course in order to achieve maximum overload, the first faculty member's telecourse shall substitute for his overload course for purposes of determining maximum overload; compensation for the telecourse in this event, however, shall continue to be paid at the telecourse rate.

Except as provided above, telecourses will not be included in the calculation of maximum overloads.

During the 1986-87 academic year, a class maximum of 70 students will be applied to telecourses. This maximum is to be reviewed at the end of the 1986-87 academic year, which shall not apply to any subsequent term or academic year unless the parties act affirmatively to adopt that maximum for that term or academic year.

Section 3.15. Minimum Instructional Standards. Changes in minimum standards for instructional areas will be made in consultation with the faculty in the affected area of instruction. Proposed changes, or a request to review current standards will first be given to the faculty of the affected instructional area by the appropriate Dean. The faculty will have ten (10) working days to respond in writing to the appropriate Dean. Such written response will accompany the recommendation of the administration to the Board of Trustees. Final authority for minimum standards rests with the Board.

For the purposes of this section, faculty members who do the major portion of their teaching in the specific, affected area will be included in the consultation outlined above.

ARTICLE IV

ASSIGNMENTS

Section 4.1. Advertising of Positions. Administrative, departmental and program supervisor level position openings shall be advertised in good faith to the full-time faculty before being filled by placing a copy of such advertisement in each full-time faculty member's mail slot (including that of the AAUP/AFT BAC Chapter President).

Section 4.2. Coordinators. To accomplish the task of occupational coordination, coordinators shall receive released time determined by the needs of the program, the developmental stage of the program, the number of faculty and students associated with the program, etc. The amount of released time granted to each coordinator shall be determined by the Vice Chancellor for Instruction following consultation with the coordinator and the appropriate Dean.

Section 4.3. Assignment to Department or Program. Instructors shall be assigned to the departmental or occupational program in which they do the major portion of their teaching; however, some instructors may have teaching assignments in other departments or programs and thus assume responsibilities in the other area(s) accordingly.

Section 4.4. Evening Assignments. A faculty member may be assigned no more than two evenings a week without his consent as part of his regular load. In the event a second evening class is assigned, it will be done only in the event his regular scheduled day class fails to materialize and that it does not constitute more than two evenings per week. Every effort shall be made by the Vice Chancellor for Instruction, the appropriate Dean, and instructor to provide an assignment which will be mutually satisfactory to both the instructor involved and the College. However, the College has the prerogative to initially employ full-time instructors in the evening program. If a regularly scheduled assignment is made, it shall be within a time period of seven hours. If a faculty member's regularly scheduled day or summer class fails to materialize, this seven-hour time period will not apply.

Section 4.5. Consultation Before Assignment. When extra class, summer teaching, and evening assignments are necessary, they shall be assigned, after consultation with the appropriate Dean, to qualified members of the full-time Belleville Area College staff, if such staff members are available. Such assignments shall be made on a department-by-department basis, first priority being given to qualified, full-time instructors within a department to achieve a maximum load. Courses remaining within a department shall then be offered first to qualified full-time instructors the bulk of whose regular academic load is normally outside the department, or to qualified administrators, and last to qualified part-time instructors. In the case of an administrator requesting to teach a class in his own area, the request shall be made to the appropriate Dean who will consult with the Vice Chancellor for Instruction.

Section 4.6. Student Activities. All College-sponsored student activities are to be coordinated with the Director of Student Activities, who will announce vacancies to the full-time faculty and recommend appointments to the Vice Chancellor for Student Development.

ARTICLE V

LEAVES OF ABSENCE

Section 5.1. Sabbatical Leave.

(1) After seven years of continuous full-time service, a faculty member is eligible for sabbatical leave for planned study, research, travel, or other Board-approved purposes. A faculty member who is granted a sabbatical leave shall have the following options:

(a) One academic year at 75 percent of nine-month contractual base salary, including full fringe benefits; or

(b) One semester at full semester base salary, including fringe benefits.

(2) Eligible full-time faculty members must petition the Belleville Campus President on or before December 1 to be considered for sabbatical leave the following academic year. A Faculty Senate Committee will review all petitions and make recommendations to the Belleville Campus President by February 1, and the Chancellor will make the recommendations to the Board of Trustees. No more than two faculty members may be granted sabbatical leave simultaneously. The Chancellor will make recommendations at the February meeting of the Board of Trustees, and applicants are to be notified of the approval or disapproval not later than March 1.

(3) A faculty member while on leave is not eligible for employment at Belleville Area College.

(4) A faculty member who has been granted sabbatical leave must return to the campus and teach for two years. In the event the faculty member elects not to return, he must reimburse the College for his earnings during the sabbatical period, barring death or disability. A faculty member who returns to the campus but remains only one academic year shall be required to reimburse one-half of his sabbatical income, barring death or disability.

(5) An instructor on sabbatical leave shall receive full credit for salary increases, tenure, seniority, retirement, and longevity.

Section 5.2. Extended Leaves Without Pay.

(1) Upon recommendation of the appropriate Dean and the approval of the Vice Chancellor for Instruction, or, in the case of counselors, upon the approval of the Vice Chancellor for Student Development, extended absences other than sabbaticals may be granted without pay or sick leave accrual; insurance coverage may be at faculty member's own expense.

(2) It is expected that most leaves of absence will be for less than one year, one year, or two years at the most unless exceptional circumstances call for extending the privilege. In no case except involuntary military duty will the leave of absence be approved for more than one year at a time, and renewal will be granted only upon reapplication and reapproval as outlined in Section 5.2.(1) above.

(3) Extended leaves of absence will not count towards salary increases, tenure, retirement, or longevity, unless activities during the leave period be directly related to the instructor's teaching assignments and unless these activities be deemed by the appropriate Dean and Vice Chancellor for Instruction, to be beneficial to the College, and such activities be approved by the Board of Trustees for purposes of salary increases, tenure, and longevity. Retirement credit for leave periods will be governed by regulations currently in force by the State Universities Retirement System.

Section 5.3. Military Service Leaves.

(1) Tenured and non-tenured faculty members who are voluntarily or involuntarily drafted or recalled for military duty will be given full credit for each year or pro rata part of a year they remain on active duty during a national emergency. Such credit will be used for placement on salary schedule and for retirement purposes.

(2) Faculty members who volunteer for military service, except in national emergency, may be granted extended leave without pay as outlined above at the discretion of the Vice Chancellor for Instruction, or, in the case of counselors, upon approval of the Vice Chancellor for Student Development.

Section 5.4. Teacher Exchange Leaves. Should any faculty member be granted a teacher exchange position or obtain an unusually valuable opportunity to teach elsewhere for part or all of one academic year, which activity may be expected to result in values accruing to the College, leave of absence with full credit for salary, sick leave accrual, and retirement rights will be granted, subject to the approval of the appropriate Dean and the Vice Chancellor for Instruction, or in the case of counselors, upon the approval of the Vice Chancellor for Student Development.

Section 5.5. Sick Leaves.

(1) Each full-time member of the College shall receive credit for one and one-third days of sick leave each month per academic year. Full-time faculty teaching seven or more equated hours during the summer session shall receive one and one-third days sick leave for each four weeks.

(2) The accumulation of sick leave shall be unlimited.

(3) Sick leave may be used at full pay by the faculty members for illness, disability, quarantine, treatments, and diagnostic examination of his person.

(4) Upon retirement or death of a member, he or his beneficiary shall receive compensation for his accrued sick leave at the rate of 100 percent the cash value of his current daily salary for a maximum of 100 days.

Current daily salary is to be computed as:

Annual Base Salary divided by 180 days for a 9-month faculty;

Annual Base Salary divided by 240 days for a 12-month faculty.

(5) The faculty member who is employed during the summer session may draw upon accumulated sick leave during the summer session.

(6) The faculty member who is employed in the evening program on an overload basis shall be permitted to use accumulated sick leave on the basis of one day for one evening per semester.

(7) Any tenured faculty member whose employment is terminated, either voluntary or involuntary, (except upon retirement or death which are covered under Section 5.5(4)) shall receive separation compensation equivalent to 20 percent of his accrued sick leave to a maximum of 20 days.

(8) Time lost due to accidents or illness directly related to a faculty member's assigned duties will not be charged against sick leave.

Section 5.6. Special Leaves.

(1) Three days of leave shall be granted per calendar year for death, serious illness in the immediate family (spouse, child, parent, grandparent, brother, sister, or those living in a faculty member's household) including family of spouse, or birth or adoption of a child. An additional two days may be granted upon approval by the Chancellor. This leave is not cumulative nor chargeable against any other leave program.

If more than the approved days are required, additional days may be used and be charged to accumulated sick leave.

(2) Subject to the approval of the appropriate Dean, three days of personal leave for business, family, or religious matters not otherwise provided for in the College calendar may be granted per calendar year. This leave is not cumulative nor chargeable against any other leave program.

(3) Subject to written approval of the appropriate Dean and the Vice Chancellor for Instruction, permission to attend professional meetings, conferences, conventions, speaking engagements, or seminars shall be granted equitably to all members. This leave shall include proper travel time, and reasonable and necessary expenses shall be reimbursed by the College within budgetary and funding limitations.

(4) Leave for jury duty shall be afforded those members called. The member shall receive his full salary for the period of jury duty, but shall refund to the College any money he receives for such duty.

(5) (a) Paid disability leaves, including leave for pregnancy-related disabilities, shall be as provided for by the Illinois State Universities Retirement System and other applicable law.

Unpaid disability leave or leaves to be used in conjunction with a disability leave after the disability terminates shall be at the discretion of the Board. Once a faculty member on disability leave has exhausted his paid sick leave, he may continue insurance at his expense at the group rates established by the carrier until leave expires. Absence on disability leave shall not be included in determining length of service. Further, while disability leave shall not be considered a break in continuous service, disability leave shall be excluded in computing the necessary period of time for tenure. Disability leave granted to a non-tenured faculty member shall not extend beyond the termination date of the current contract.

b) A faculty member may receive leave for the adoption of a child and may suspend services at his or her request. This shall be leave without pay but with retention of rights under the Universities Retirement System and retention of unused sick leave. His/her insurance will be carried by the Board of Trustees until the end of the current semester; after that, he/she may continue insurance at his/her expense at the group rates established by the company. A faculty member on adoption leave shall return only at the beginning of the fall or spring or summer term. Absence on adoption leave shall not be included in determining length of service. Adoption leave granted to a non-tenured faculty member shall not extend beyond the termination date of his/her contract.

Adoption leave shall not be considered a break in continuous service; however, adoption leave shall be excluded in computing the necessary period of time for tenure.

Section 5.7. Substantiation of Sick Leave. The Board may at its discretion require substantiation of sick leave by a physician's statement if there is an apparent abuse.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 6.1. Definition. A grievance is a dispute or difference of opinion raised by a faculty member covered by this Agreement against the College involving as to him the meaning, interpretation, or application of the specific provisions of this Agreement.

Section 6.2. Procedure. The parties agree to act in good faith to attempt to resolve grievances promptly and expeditiously, in accordance with the following procedure:

Step 1--If a faculty member has a grievance, he shall present it in writing to the appropriate Dean or Director. If after one calendar week (seven calendar days) it is not settled to their mutual satisfaction, he shall present the matter within ten calendar days after receipt of the written response of the appropriate Dean, to the Executive Committee of the Union, which shall have the responsibility for deciding whether the matter will be appealed further.

Step 2--If the Executive Committee of the Union decides to appeal the grievance to Step 2, the Union shall, within ten calendar days after the matter was presented to the Executive Committee by the faculty member, appeal the grievance in writing to the Vice Chancellor for Instruction (or in the case of counselors, to the Vice Chancellor for Student Development).

Step 3--If the grievance is not resolved in Step 2 within ten calendar days of its presentation at that step, the Union shall, within ten calendar days after receipt of the written response of the Vice Chancellor for Instruction or Vice Chancellor for Student Development, appeal the grievance in writing to the Belleville Campus President.

Step 4--If the grievance is not resolved in Step 3 within ten calendar days of its presentation at that step, the Union shall, within ten calendar days after the written response of the Belleville Campus President, appeal the grievance in writing to the Chancellor of the College. If the grievance is not resolved within ten calendar days after presentation to the Chancellor, the Union may elect to appeal the grievance to arbitration.

Section 6.3. Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the Union may appeal the grievance to arbitration within ten calendar days after receipt of the written response of the Chancellor in Step 4. The parties shall attempt to agree upon an arbitrator within ten calendar days after receipt by the College of notice of the appeal to arbitration; in the event the parties are unable to agree upon an arbitrator within said ten calendar days, the parties shall immediately jointly request the American Arbitration Association to submit a panel of arbitrators. Either party may reject one entire panel of arbitrators. From an acceptable panel, the arbitrator shall be selected in accordance with American Arbitration Association procedures, except that no arbitrator may be selected without the input of both parties in the selection process. The arbitration hearing shall be conducted at the earliest date mutually convenient for the parties and the arbitrator.

Section 6.4. Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He shall only consider and make a finding with respect to the specific issue submitted to him by the College and the Union, and shall have no authority to make a finding on any other issue not so submitted to him. The arbitrator shall be without power to make a finding contrary to or inconsistent with or modifying or varying in any way the laws of the United States or of the State of Illinois. The arbitrator shall submit in writing the finding as soon as reasonably practicable following the close of the hearing or the formation of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The findings shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be binding.

Section 6.5. Expense of Arbitration. The fees and expenses of the arbitrator and the costs of a meeting room, if any, and a written transcript, if any, shall be divided equally between the College and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 6.6. Time Limit for Finding. No grievance shall be entertained or processed unless it is submitted at Step 1 within 30 calendar days after the occurrence of the event or circumstances giving rise to the grievance. If a grievance is not presented within this time limit, it shall be considered waived. If a grievance is not appealed to the next step in the procedure set forth in Section 6.2 within the specified time limit or any agreed extension thereof, it shall be considered settled based upon the College's last response. If the College does not answer a grievance or an appeal thereof within the specified time limit, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the College and Union representatives involved in each step.

ARTICLE VII

COMPENSATION

Section 7.1 Salary Schedule. All faculty members shall be paid according to their placement upon a single salary schedule approved by the Board of Trustees. Faculty members who are hired after March 14, 1984 will be hired at Step 1 of Salary Schedule A, except that the Board reserves the right to hire employees at higher steps of the schedule in particular circumstances. Pay for extra assignments shall be determined in accordance with Appendix B. Faculty members who are hired after March 14, 1984 shall receive extra assignment compensation at the step corresponding to their placement on Salary Schedule A.

Section 7.2. Placement of Faculty Members on Salary Schedule. Placement on the salary schedule shall be determined by degree, hours beyond the highest degree, and consistent with Section 7.1 and at the discretion of the Board, years credited and/or occupational experience. Graduate hours that do not fall in these categories will be evaluated by the appropriate Dean and the Vice Chancellor for Instruction, or in the case of counselors, upon the approval of the Vice Chancellor for Student Development. Courses taken beyond the master's degree will be considered for placement on the salary schedule only when they have received the prior approval of the appropriate Dean and the Vice Chancellor for Instruction, or in the case of counselors, upon the approval of the Vice Chancellor for Student Development.[2] Approved College credits earned prior to each semester will be used to determine salary for the ensuing semester. If approved college credit is earned during the Spring semester, it will be used to determine salary for the Summer session.

2 For the purpose of this Agreement, courses and their attendant College credits shall be approved for reimbursement of educational incentive allowance of tuition and fees, as charged, to a maximum of $100 per credit hour, to a maximum of ten semester hours in any fiscal year AND for placement on the adopted salary schedule under the following conditions:

a. Courses taken as a part of a program approved by a recognized graduate institution leading to a graduate degree or specialist certificate in a teaching discipline or a program in higher or junior college education beyond the degree already held by an individual will be accepted as approved credit.

b. Courses taken at the request of the College Administration will be accepted as approved credit.

c. Courses taken in the instuctor's field will be accepted as approved credit unless credit for said courses has been previously earned.

d. Courses taken outside of a teaching discipline may be approved for incentive allowance and/or placement on the salary schedule at the discretion of the administration after consultation with the President of Faculty Senate.

e. Courses taken toward a second master's degree in the teaching discipline will be accepted as approved credit.

To qualify for incentive allowance and advancement on the salary schedule, the individual must submit evidence in the form of an official transcript signifying successful completion of the course.

Section 7.3. Pay Plans. Members shall have the option of being paid on a nine or twelve-months' basis and must notify the Vice Chancellor for Administrative Services to that effect at the time of completing the tax deduction forms. Salary checks shall be issued twice each month, on the 15th and the last school day of the month. The last check shall be on the last day of school, provided each instructor has completed all reports as required. Check stubs shall be itemized.

Section 7.4. Summer Salary. Full-time faculty members who are employed to teach during the summer session will receive two months' salary on the appropriate salary schedule in a proportion equal to the number of credit hours taught divided by eight (8).

Section 7.5. Length of Summer Term. The summer term shall not exceed nine (9) calendar weeks.

Section 7.6. Longevity Payment. For longevity purposes, payment will begin on the 15th year of consecutive service with Districts 201 and 522.

If the 14th year was completed prior to the inception of District 522, then longevity payments will be retroactive to the academic year 1967 at the inception of District 522.

For instructors who have completed 14 years of consecutive service since inception of District 522, longevity will be retroactive to the academic year in which they began their 15th year of consecutive service.

All other instuctors will begin to receive longevity at the beginning of their 15th year of consecutive service.

Placement on the salary schedule alone does not determine the start of longevity payments. Longevity payments are based only on consecutive service with Districts 201 and 522. Only those instuctors who were full-time faculty of the College at its inception may count service with District 201 for longevity.

Section 7.7. Evening Reimbursement. The evening rate for full-time faculty members covered by this agreement will be paid by the following formula:

$$\frac{1}{4.5} \quad X \quad \frac{\text{equated hours}}{8} \quad X \quad \begin{array}{l}\text{9-month salary rate}\\ \text{as taken from extra-}\\ \text{assignment schedule}\\ \text{(Appendix B)}\end{array}$$

APPENDIX A *
1987-88 AND 1988-89 FACULTY SALARY SCHEDULE

STEP	LESS THAN MASTERS	MASTERS + 0-14	MASTERS + 15-29	MASTERS + 30-44	MASTERS + 45-59	MASTERS + 60	DOCTORATE
1.	$14,400	$15,941	$16,673	$17,397	$18,120	$18,870	$19,593
2.	$15,156	$16,697	$17,429	$18,153	$18,876	$19,626	$20,349
3.	$15,912	$17,453	$18,185	$18,909	$19.632	$20,382	$21,105
4.	$16,668	$18,209	$18,941	$19,665	$20,388	$21,138	$21,861
5.	$17,424	$18,965	$19,697	$20,421	$21,144	$21,894	$22,617
6.	$18,180	$19,721	$20,453	$21,177	$21,900	$22,650	$23,373
7.	$18,936	$20,477	$21,209	$21,933	$22,656	$23,406	$24,129
8.	$20,873	$22,739	$23,440	$24,144	$24,843	$25,545	$26,243
9.	$21,520	$23,488	$24,188	$24,888	$25,588	$26,270	$27,191
10.	$22,167	$24,235	$24,932	$25,636	$26,336	$27,038	$28,132
11.	$22,845	$25,021	$25,720	$26,422	$27,121	$27,824	$29,132
12.	$23,569	$25,851	$26,549	$27,251	$27,951	$28,652	$30,183
13.	$24,327	$26,726	$27,427	$28,128	$28,830	$29,530	$31,295
14.	$25,087	$27,605	$28,304	$29,003	$29,704	$30,406	$32,403
15.	$25,847	$28,479	$29,179	$29,883	$30,582	$31,282	$33,511
16.	$26,603	$29,355	$30,056	$30,757	$31,456	$32,157	$34,623
17.	$27,362	$30,230	$30,930	$31,631	$32,334	$33,035	$35,731
18.	$28,123	$31,106	$31,806	$32,509	$33,208	$33,911	$36,842
19.	$28,884	$31,980	$32,685	$33,386	$34,085	$34,786	$37,950
20.	$29,640	$32,858	$33,558	$34,260	$34,960	$35,662	$39,060
21.	$30,401	$33,733	$34,435	$35,135	$35,838	$36,539	$40,168
22.	$30,743	$34,129	$34,828	$35,533	$36,233	$36,935	$40,668
LONGEVITY							
	+110	+130	+140	+150	+160	+170	+200

* See Reopener

APPENDIX B
EXTRA ASSIGNMENT SCHEDULE

TE: In no case will the hourly rate of pay computed from this schedule fall below the corresponding part-time hourly rate in effect at the date of ratification of this Agreement by both parties.

TEP	LESS THAN MASTERS	MASTERS + 0-14	MASTERS + 15-29	MASTERS + 30-44	MASTERS + 45-59	MASTERS + 60	DOCTORATE
1.	$ 8,133	$ 9,111	$ 9,478	$ 9,846	$10,212	$10,579	$10,946
2.	8,533	9,511	9,876	10,246	10,612	10,979	11,346
3.	8,933	9,911	10,278	10,646	11,012	11,379	11,746
4.	9,333	10,311	10,678	11,046	11,412	11,779	12,146
5.	9,733	10,711	11,078	11,446	11,812	12,179	12,546
6.	10,133	11,111	11,478	11,846	12,212	12,579	12,946
7.	10,533	11,511	11,878	12,246	12,612	12,979	13,346
8.	10,933	11,911	12,278	12,646	13,012	13,379	13,746
9.	11,271	12,302	12,669	13,036	13,403	13,770	14,241
0.	11,610	12,693	13,059	13,427	13,794	14,161	14,736
1.	11,967	13,105	13,472	13,839	14,206	14,573	15,259
2.	12,344	13,540	13,907	14,274	14,641	15,008	15,809
3.	12,742	13,998	14,366	14,733	15,100	15,466	16,391
4.	13,140	14,458	14,825	15,191	15,559	15,929	16,972
15	13,537	14,916	15,283	15,651	16,018	16,384	17,554
16	13,935	15,375	15,743	16,109	16,476	16,844	18,134
17	14,332	15,834	16,201	16,568	16,936	17,302	18,715
18	14,730	16,293	16,659	17,027	17,394	17,761	19,297
19	15,128	16,751	17,119	17,486	17,853	18,220	19,878
20	15,525	17,211	17,577	17,944	18,312	18,679	20,459
21	15,923	17,669	18,035	18,404	18,771	19,137	21,040
21a	16,102	17,876	18,243	18,610	18,977	19,345	21,302
Longevity							
	+110	+130	+140	+150	+160	+170	+200

ARTICLE VIII

FRINGE BENEFITS

Section 8.1. Life Insurance. The College shall provide group life insurance coverage of $15,000 on each faculty member. Coverage is not limited to the academic year but shall be provided on a 12-month basis, that 12-month period to be the insurance year as defined in the College's agreement with the insurance carrier. Life insurance coverage shall immediately cease upon the layoff or termination of a faculty member.

Section 8.2. Hospitalization. The College shall continue to provide hospitalization coverage based on the average semi-private room rate and surgical benefits coverage for each faculty member and his dependents. Effective the beginning of the 1987-88 academic year, the College will contribute the premium cost of hospitalization and surgical benefits coverage and the faculty member's contribution to the total premium cost shall be limited to that portion of the premium attributable to family coverage but in any event such faculty member contribution shall not exceed $41 per month nor less than $1.00 per month. Coverage is not limited to the academic year but shall be provided on a 12-month basis, that 12-month period to be the insurance year as defined in the College's agreement with the insurance carrier. Except as provided for in Section 8.3 or by applicable law, hospitalization coverage shall cease immediately upon layoff or termination of a faculty member. The College reserves the right to change coverages or carriers, or to self-insure, so long as the level of benefits remains substantially the same.

Section 8.3. Maintenance of Coverage in the Event of Death. In the event that the death of a faculty member occurs any time during the fiscal year of employment, the Board of Trustees will maintain the same hospitalization and surgical benefits for the spouse and legal dependents for the balance of the year. After this period, the spouse will be offered the option of continuing at his/her own expense.

Section 8.4. Legal Assistance. The Board of Trustees shall provide all employees with necessary legal service in defense of litigations that arise out of and in the course of performance of official duties, where the Board's legal interests are not in conflict with the employee's legal interests.

Section 8.5. Long-Term Disability Income Maintenance Program. The Board of Trustees shall provide a 50 percent funding, for those faculty who choose to participate, of a long-term disability income maintenance program for faculty members covered by this Agreement.

Section 8.6. Academic Regalia. If required by the Board of Trustees, academic regalia will be worn by faculty members at commencement exercises and shall be provided by the College.

Section 8.7. Retirement Overload. A faculty member who retires during the term of this Agreement (under the State University retirement System and who has reached the age of 55) shall be entitled until attaining age 70 upon written requests, to teach a maximum of four (4) courses during the period consisting of the academic year and the following summer session provided, however, that no more than two such courses are taught during any single semester, and provided further, however, that such courses taught during the summer term will be paid at the overload rate for Fall and Spring semester courses at the time of the employee's retirement. Compensation for such teaching shall be at the overload rate in effect at the time of the faculty member's retirement.

Section 8.8. Retirement Insurance. A faculty member who retires during the term of this Agreement (under the State Universities Retirement System and who has reached the age of 55) shall be eligible, until attaining age 70, to continue the hospitalization and surgical insurance coverage, including individual and/or family coverage, at his own expense, at the group rate effective during the period of continued coverage.

Section 8.9. Dependent Tuition. Each faculty member and his current spouse and children under the age of 25 shall be eligible to enroll in all Belleville Area College courses at a tuition rate of two dollars ($2.00) per semester hour. Any enrollment under this provision of the contract shall only be available if there is sufficient enrollment in each such course section affected to prevent class cancellation for insufficient enrollment prior to any enrollment of the employee, spouse, or child covered by this Agreement.

Section 8.10. Vacations.

(1) Aviation mechanics and any other full-time faculty member working the administrative calendar (i.e., on a 12-month basis) shall be entitled to fifteen (15) days vacation as provided herein.

(2) Vacation Scheduling. Vacations shall be scheduled insofar as practicable at the times most desired by each employee subject to approval by the appropriate Dean.

(3) Separation. Unless an employee is discharged (or resigns when offered that opportunity in lieu of discharge), an employee shall receive vacation pay for all vacation which he is otherwise eligible to take at the time of separation. Such vacation pay shall be on the pro rata basis of one day's pay for every full twenty-five calendar days (commencing with the first day of the Fall Semester) less any vacation taken during that period.

ARTICLE IX

FAIR SHARE

Section 9.1. Fair Share Fee. Full-time faculty members who are non-Union members shall be required, commencing on March 14, 1984 or 60 days after the date of hire, whichever is later, and continuing for the term of this agreement, to pay a fair share fee in accordance with this Article. Each faculty member's fair share shall be computed as follows: At the end of the 1984-85 academic year, the Union will compute and supply to the College administration the cost of the collective bargaining process and defense of this Agreement for that academic year, divided by the total number of full-time faculty members. One-eighteenth of this total fair share amount shall then be deducted from each non-Union faculty member's pay during each of the first 18 pay periods for that faculty member during the 1985-86 academic year. Thereafter, the amount of fair share fee due and owing from each non-Union faculty member shall be deducted in this same manner during any academic year, based upon actual collective bargaining and contract administration costs experienced by the Union during the proceeding academic year.

Should any faculty member object to paying a fair share fee to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such faculty member is a member, an amount equal to the faculty member's fair share should be paid to a non-religious charitable organization mutually agreed upon by the faculty member and the Union. If the faculty member and the Union are unable to agree on the matter, payments in lieu of fair share shall be made to a charitable organization from a list of charitable organizations approved by the Illinois Educational Labor Relations Board. The Union shall certify to the College the charitable organization to which such payments are to be made, or the faculty member may elect to make such payments directly to the designated organization, provided that written receipts evidencing payment are supplied to the Union on a monthly basis.

Section 9.2. Indemnification. The Union shall indemnify and hold harmless the Board of Trustees, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability (monetary or otherwise) that shall arise out of complying with the above provision of this article, or in reliance on any list, notice, certification, affidavit or reassignment furnished under any such provisions.

ARTICLE X

SENIORITY

Section 10.1. Definition. Seniority is defined for the purposes of this Agreement as a faculty member's length of continuous service since his last date of hire by the College.

Section 10.2. Standard Load Assignment Procedure. Standard load assignments shall be processed according to the following steps:

a. The College administration shall draft tentative class schedules;

b. The appropriate Dean will meet with the faculty committee for their area (and other interested faculty members from each area) regarding such tentative schedules;

c. If any problems arise, the appropriate Dean and faculty members will try to resolve any such problems. In the event of conflicts in teaching preferences by faculty members, seniority will be a major consideration; (If an individual faculty member has further concerns, they may be appealed to the committee and the appropriate Dean.)

d. If the problems can not be worked out, the College administration reserves the right, in accordance with the Statement of Board Rights in this Agreement, to make the final scheduling decisions.

Section 10.3. Overload and Summer Assignments. Extra (overload) and summer assignments will be made to qualified full-time faculty members in rotation order based on seniority.

Section 10.4. Summer Load. Consistent with the seniority clause (Section 10.3) and subject to availability, the standard full-time faculty load shall be no more than 11 equated hours per summer term. A faculty member may elect to have his name listed on the summer class schedule for no more than 11 equated hours of courses for which he is qualified. Full-time faculty members shall be guaranteed a summer contract for all sections which have their name listed in the summer schedule and meet minimum course enrollments. In the event that no section achieves minimum course enrollment, the faculty member shall be guaranteed a summer contract for at least one section or assigned equivalent duties. A faculty member, if qualified, may teach additional sections that are listed as "staff" on the summer schedule and meet minimum course enrollment as long as the total equated load remains no more than 11 equated hours for the summer term. With the approval of both the affected faculty member and the Belleville Campus President, summer teaching loads may be used by full-time faculty at no additional or extra compensation to fulfill the minimum 28 equated hour academic year load as defined in Section 3.1. Service and Work Load Standards.

Section 10.5. Right to Assignments at Granite City and Red Bud. A full-time faculty member has the right to request and to receive an assignment to one or more classes at Granite City and/or Red Bud if such assignment is necessary to enable the faculty member to meet standard load requirements or achieve maximum overload or summer load. Requests for such assignments will be considered in seniority order.

Section 10.6. Office Moves. Offices currently designated as faculty offices will continue to be designated as faculty offices unless the faculty members affected by an office redesignation (the faculty member to be displaced and the faculty member occupying the office to which the displaced faculty member will be moving) agree to the redesignation.

In the event that an office vacancy occurs due to attrition of faculty within an office area, the vacancy will be offered first to faculty in that office area on a seniority basis. The office may be converted to other use only if no faculty in that office area request reassignment to that office.

Section 10.7. Security. No full-time faculty member shall be dismissed for reason of a reduction in the number of faculty members in the district or as a result of a decision of the Board to discontinue a particular type of teaching service or program if course sections for which the full-time faculty member is qualified are currently being taught by full-time faculty with less seniority or by part-time instructors and there are sufficient course sections available to complete the affected faculty member's base load.

ARTICLE XI

RETRAINING

Full-time faculty members who are employed as such by the College on August 13, 1989 shall be eligible for the retraining and job security provisions set forth herein, subject to the qualifications and procedures also set forth herein. Part-time faculty members now or hereafter employed as such and full-time faculty members hired or rehired after August 13, 1989 are not eligible for these provisions. Tenured faculty members (including full-time faculty members who are tenured as of August 13, 1989 and full-time faculty members who are not tenured as of August 13, 1989 but who subsequently acquire tenure) who are subject to retrenchment or a reduction in force affecting their department or program shall be entitled to receive retraining in lieu of layoff or dismissal. The procedure to be followed shall be as follows:

(1) The affected faculty member shall be notified of the proposed retrenchment on or before October 15 of the academic year prior to the one in which the retrenchment will be effected;

(2) Upon receiving such notice, the affected faculty member shall be given the opportunity to meet with the Vice Chancellor for Instruction or his designee, together with the Union President and such other persons as the Vice Chancellor may request to be present, to discuss retraining options;

(3) At or after the meeting specified in paragraph (2), and after consultation with the affected faculty member, the Vice Chancellor for Instruction will present to the affected faculty member a list of two disciplines, from which list the affected faculty member may select the discipline in which he will be retrained. Disciplines will be selected by the Vice Chancellor for Instruction on the basis of the needs of the College (which shall be paramount), the faculty member's

background and experience, and the desires of the faculty member. Faculty members will not be required to retrain in disciplines the requirements of which include prior work experience that the faculty member does not possess. The faculty member shall have the right to veto one of the two discipline options, in which case the appropriate Dean shall replace the vetoed option with a third discipline option for purposes of enabling the faculty member to choose between the third option and the non-vetoed option;

(4) A retraining program will be devised by the affected faculty member and the Vice Chancellor for Instruction and retraining schedules and courses will be arranged by the affected faculty member upon approval of the Vice Chancellor for Instruction;

(5) All tuition and fees directly related to class attendance in accordance with an approved retraining program and schedule shall be paid by the College. The College will pay such tuition and fees when they are due but if the faculty member fails to complete any course with a grade of B or better, the tuition and fees for that course must be refunded to the College by the faculty member;

(6) Under normal circumstances, it is expected that the necessary retraining will be completed without disruption of normal teaching assignments during the three academic semesters (Spring, Fall, Spring) and two Summers immediately following notification to the affected faculty member, provided:

(a) Faculty members who are notified of retrenchment during the Spring semester of the 1983-84 academic year shall have the same amount of time (i.e. three academic semesters following notification--Fall, Spring, Fall, Spring plus two Summers) to complete retraining as faculty members who are notified as of October 15 of any subsequent year;

(b) Faculty members may be given an additional semester to complete retraining in extraordinary circumstances (such as for health reasons) upon approval of the Union President and the Belleville Campus President;

(7) If it is required, the faculty member shall be granted:

(a) A "mini-sabbatical" one semester in duration, during which he will be released from his normal class load at 60% of the base pay he would otherwise receive for full-time teaching duties that semester, provided:

(i.) That the faculty member shall not be eligible to receive overload or other extra assignments from the College during the "mini-sabbatical"; and

(ii.) That any and all retraining obligations of the College (including the 60% pay obligation during the "mini-sabbatical") shall cease as of the first day of the employment of the faculty member outside the College (including teaching overload courses at other educational institutions) during the "mini-sabbatical";

(b) If necessary, an additional semester of release time without pay in which to complete his studies, during which time provisos (i.) and (ii.) of sub paragraph A, above shall also be applicable to this sub paragraph (b).

Faculty members shall not be deprived of movement on the salary schedule accorded to other faculty members as a longevity increment or education lane advancement solely because they are undergoing retraining. A faculty member being retrained who meets the minimum retraining qualifications shall be entitled to pursue further academic credentials in the retraining discipline upon approval of the Belleville Campus President and the Union President. A faculty member who is notified of retrenchment according to this section and who is unable to teach a full standard load through no fault of his own during any of the regular semesters of the retraining period shall nonetheless be paid as though he were teaching a full standard load for that semester, although he may be assigned compensating duties in accordance with Section 3.8.

Faculty members shall not be limited to a single application for retraining. Faculty members who have been retrained, but who must be retrained again due to circumstances beyond their control, will be eligible for retraining under the same conditions as other faculty members.

Once satisfactorily retrained, a faculty member shall be entitled to remain as a full-time faculty member with the College under such terms and conditions, including salary and benefits, as may be established from time to time by the College and/or as the product of negotiations with the Union, until his retirement, death, voluntary resignation, dismissal for cause, or failure of any subsequent retraining, so long as the College continues to exist in its present form. Faculty members who fail to achieve the necessary retraining credentials, as determined by the College, within the time allowed for such retraining in the procedure set forth above, may be dismissed or reassigned by the College subject to applicable law.

ARTICLE XII

SAVINGS

This Agreement is subject to applicable Federal and State law, including the Illinois Educational Labor Relations Act. If any provision of this Agreement, or the application of such provision, should be declared or rendered invalid by any court, by the Illinois Educational Labor Relations Board, or by reason of any existing or subsequently enacted legislation then the remaining parts or provisions of this Agreement shall remain in full force and effect.

ARTICLE XIII

ENTIRE AGREEMENT

Section 13.1. Entire Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment. Amendments may be initiated at the written request of the Board or the AAUP/AFT Chapter, and shall become effective upon adoption by the Board and ratification by the AAUP/AFT chapter, or at such other time as the Board and the AAUP/AFT Chapter may agree.

Section 13.2. Waiver. The Board and the AAUP/AFT Chapter, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement even though such

subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XIV

GENDER OF WORDS

The masculine gender as used herein shall be deemed to include the feminine gender, unless in the context of the provision concerned the feminine gender is clearly inappropriate.

ARTICLE XV

REOPENER

The 1988-89 Appendix A salary schedule only is subject to renegotiation in the following circumstance: The faculty may elect to reopen negotiations only on the 88-89 Appendix A if raises are given to administrative personnel at the administrative levels of Dean, Vice Chancellor, President, or Chancellor, for the 1988-89 academic year. (For the purposes of this reopener, an increase in administrative wages means an increase in the base contract salary of such administrator. It excludes merit increments (1.5%), existing fringe benefits, and overload or evening supervision contracts.)

Notification of such reopening must be given to the College administration by April 1, 1989.

ARTICLE XVI

TERM OF AGREEMENT

This Agreement shall be effective on August 17, 1987 and shall expire on the date preceding the first day of the 1989-90 academic year.

Wayne R. Reynolds
Chairman, Board of Trustees
Community College District #522

Dated August 21, 1987

President, Belleville Area
Chapter, AAUP/AFT

Dated August 21, 1987

To Ken Pinzke

From Bruce Wissore

Subject Professional Development

Date March 2, 1984

I am writing this memo to confirm that in response to Charlie Giedsman's concerns regarding professional development in certain career areas, Dr. Clark and I will review the needs of the individuals he mentioned. We intend to specificially review the areas in which fast-changing technology makes it difficult for full-time faculty to remain current.

kr

To Ken Pinzke

From Bruce Wissore

Subject Contract Concerns

Date March 5, 1984

In regards to your question requesting our intentions concerning class minimums and maximums for the next two years, it is our intention to retain the class minimum of 12 and the class maximum of 40 (except in those cases where lab stations, current practices, or other contractual provisions dictate otherwise) through the Summer semester of 1986.

Regarding the definition of "serious illness," in the event that a child is ill enough that a physician is consulted, I would consider the child's illness to be serious.

kr

MAY 16 1985

AGREEMENT

Between

BOARD OF TRUSTEES OF BLACK HAWK
COLLEGE, COMMUNITY COLLEGE DISTRICT NO. 503

And

BLACK HAWK COLLEGE TEACHERS' UNION

1984-87

2 yr

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AGREEMENT

This AGREEMENT is entered into this 16th day of May, 1985, by and between the BOARD OF TRUSTEES OF BLACK HAWK COLLEGE, COMMUNITY COLLEGE DISTRICT NO. 503 (hereinafter referred to as the "Board") and the BLACK HAWK COLLEGE TEACHERS' UNION LOCAL 1836, an affiliate of the IFT (hereinafter referred to as the "Union"), and only applies to said parties.

WITNESSETH:

WHEREAS, the Board has recognized the Union as the exclusive bargaining representative for faculty included in the appropriate bargaining unit set forth in Article I of this Agreement;

WHEREAS, the Board and the Union have voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting relations between the Board and the faculty members included in the appropriate bargaining unit insofar as such practices and procedures are appropriate to the obligations of the Board to retain the right effectively to operate Black Hawk College and are consonant with the paramount interests of the public and the students of Black Hawk College;

WHEREAS, it is the intention of the parties to this Agreement to provide, where not otherwise mandated by law, for the salaries, fringe benefits and terms and conditions of employment of the faculty members covered by this Agreement, to prevent interruptions of work and interference with the efficient operation of Black Hawk College, and to provide an orderly and prompt method of handling and processing grievances;

NOW, THEREFORE, the parties agree with each other as follows:

ARTICLE I

DEFINITIONS

This Agreement shall incorporate the definitions enumerated below:

Board -- The terms "Board" or "Board of Trustees" shall mean the Board of Trustees of Public Community College District No. 503, Rock Island, et al., Counties, State of Illinois, operating as Black Hawk College, as established pursuant to Illinois Revised Statutes, chapter 122, and its authorized representatives.

College -- The term "College" shall mean Black Hawk College and its authorized representatives.

Faculty -- The terms "faculty," "faculty member" or "full-time faculty member" shall mean full-time professional instructional employees as well as all full-time professional employees holding the positions of those eligible to vote in the representation election conducted on February 29, 1984, including full-time teaching employees, counselors, librarians, the Coordinator of Apprentice Program and the Coordinator of Respiratory Therapy Programs, as well as any full-time employees subsequently appointed to these positions.

Bargaining Unit -- The term "bargaining unit" shall mean the group of professional employees consisting of the "faculty" as defined in this Article.

Union -- The term "Union" refers to the Black Hawk College Teachers' Union Local 1836, IFT, and its authorized representatives.

ARTICLE II

RECOGNITION AND REPRESENTATION

Section 2.1. Recognition. The Board recognizes the Union as the sole and exclusive bargaining representative for the full-time "faculty" as defined in Article I. Excluded from the bargaining unit are all others, including but not limited to part-time faculty (i.e., non full-time faculty), short-term employees (i.e., those employed for less than a full semester), clerical, technical and support staff employees, any managerial employees, or employees having the authority to hire, transfer, assign, promote, discharge, discipline, evaluate, or process grievances of other employees or having the responsiblity to make effective recommendations thereon (hereinafter "supervisory employees"), and confidential employees.

Section 2.2. Meeting with Other Faculty Organizations. This Agreement shall not be construed to prevent the Board or any administrator from meeting with any employee or employee organization representing full-time faculty members for the purpose of hearing the views and proposals of such employee or such employee organization, provided that as to those matters covered by this Agreement no change or modification shall be made except after negotiations with the Union.

Section 2.3. Duty of Fair Representation. The Union agrees to fulfill its duty to fairly represent all employees in the bargaining unit regardless of Union membership. The Union further agrees to indemnify and hold harmless the Board from any and all liability, including monetary damages, resulting from any failure on the part of the Union to fulfill its duty of fair representation.

ARTICLE III

STATUS OF THE AGREEMENT

Section 3.1. Ratification and Amendment. This Agreement shall become effective when ratified by the Board and Union and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

Section 3.2. Precedence of Agreement. If there is any conflict between the written terms of this Agreement and the terms of any individual contract of employment or any written Board policies, rules and regulations which may be in effect from time to time, the written terms of this Agreement shall be controlling.

Section 3.3. External Law. If there is any conflict between the provisions of this Agreement and any legal obligations or affirmative action requirements imposed on the Board by federal or state law, such legal obligations or affirmative action requirements thus imposed shall be controlling.

ARTICLE IV

BOARD RIGHTS

It is understood and agreed that the Board possesses the right and authority to operate and direct the employees of the College in all respects, including, but not limited to, all rights and authority exercised by the District prior to the execution of this Agreement, except as specifically limited in this Agreement. The authority and powers of the Board as prescribed by the Statutes and Constitution of the State of Illinois and the United States shall continue unaffected by this Agreement except as expressly limited by the express provisions of this Agreement. These rights include, but are not limited to, the following:

1. To maintain executive management and administrative control of the District and its properties and facilities and the activities of its employees as related to the conduct of District affairs;

2. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to current Board policy or as the same may from time to time be amended;

3. To establish, modify or eliminate programs, curriculums and/or courses of instruction, including special programs, and athletic, recreational and social events for students, and to determine whether to provide or purchase goods and services, all as deemed necessary or advisable by the Board;

4. To hire all employees and, subject to provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, and to evaluate, promote and transfer all such employees;

5. To determine student assignments, academic calendar, class schedules, class size, non-classroom assignments, the hours and places of instruction, policies on student examinations, and the duties, responsibilities, and assignment of those in the bargaining unit.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Board unless and until the Board has agreed thereto in writing.

Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and authority under the Illinois Public Community College Act or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE V

UNION-BOARD RELATIONS

Section 5.1. No-Discrimination (Union). Membership in the Union or in any other employee organization or association affiliated or not affiliated with the College shall not be a condition of employment for any faculty member. The Board shall not discriminate in hiring, tenure, promotion, or continuity of employment or otherwise because of any employee's membership or lawful organization activities in the Union or in any other employee organization or his/her refusal to join any such organization or to participate in any such activities.

Section 5.2. No-Discrimination (EEO). In accordance with applicable federal and state law, neither the Board nor the Union shall discriminate on the basis of a faculty member's race, creed, color, sex, national origin, religion, age, or handicap unrelated to ability to perform the particular work involved. Any disagreement concerning the interpretation and application of this Section shall be resolved through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

Section 5.3. Dues Checkoff. Upon receipt by the College's Chief Financial Officer or his designee from a full-time faculty member covered by this Agreement of a lawfully written authorization form, which may be revoked in writing at any time, the Board agrees to deduct the regular monthly Union dues and/or COPE contributions of such full-time faculty member from his pay and remit such deduction by the fifteenth (15th) day of the succeeding month to the Treasurer of the Union. If a faculty member has no earnings due for a given pay period, the Union shall be responsible for collecting such faculty member's dues and/or COPE contributions for that period. The Union will notify the College's Chief Financial Officer or his designee of the exact uniform amount of the regular monthly membership dues and/or COPE contributions to be deducted.

The Union agrees to indemnify and hold the Board harmless against any and all claims, suits, orders, or judgments for monetary damages brought or issued against the Board as a result of any action taken or not taken by the Board under the provisions of this Section.

Section 5.4. College Services and Facilities. In accordance with applicable Board policy, the Union shall have the right (1) to use College office services (duplicating and printing), provided the Union agrees to pay the standard rates for the services and supplies used, and (2) to the same access as other College organizations have to use College facilities for meetings. Use of such services and facilities shall be coordinated, scheduled and prioritized by the appropriate administrative officers.

Section 5.5. Information to the Union. Within a period of not more than ten (10) days following a written request by the Union President and/or his/her designee, the Board shall provide the Union with access to public, non-confidential, information which relates directly to the Union's function as the exclusive bargaining representative for the full-time faculty, and which is not otherwise exempt from disclosure under the Illinois Freedom of Information Act or other applicable state or federal law, rule or regulation. Nothing herein shall require the Board to prepare, collate, or copy any information or reports; however, if extra copies of requested materials are readily available, they shall be provided to the Union without charge.

Section 5.6. Union/Administration Meetings. Upon the reasonable request of either party, the chief executive officers or their designees of the College and the Union shall meet to discuss matters of mutual concern that do not involve negotiations. When representatives of the Union meet with members of the Administration to discuss matters of mutual concern, Union representatives (not to exceed five) shall suffer no loss in pay. However, meetings shall be scheduled in such a manner as to minimize the loss of scheduled class time, student appointments or counselors office duty. Such meeting time shall be held during the normal working day.

Section 5.7. College Calendar. The regular academic year (fall and spring semesters) shall not exceed one hundred seventy-six (176) working days, not including holidays, break periods, and days classes are cancelled due to inclement weather or other causes. There shall not be more than one hundred fifty-six (156) classroom instructional days for the regular academic year (fall and spring semesters). For faculty employed on twelve-month contracts, the number of working days shall not exceed two hundred forty-one (241) and the number of classroom instructional days shall not exceed two hundred twenty-one (221). Prior to the adoption by the Board of the College calendar, the Chancellor or the Chancellor's designee will meet with the Union President or the Union President's designee to discuss same.

Section 5.8. Notice of Board Meetings. The President of the Union or his designee shall be given written notice of all regular and special meetings of the Board, together with a copy of the agenda and Board reports. These shall be provided no later than twenty-four (24) hours prior to each Board meeting.

Section 5.9. Mailboxes. The Union President or other member of the bargaining unit shall have the right to place noninflammatory notices and materials relating to legitimate Union activities in the mailboxes of faculty members covered by this Agreement. The Union shall have the right to reasonable use of the campus mail distribution system. The Union shall not use the campus mail distribution system for notices or materials that are either inflammatory or partisan-political in nature.

Section 5.10. Personnel Files. Upon written request, a faculty member shall be given one (1) copy of his own personnel file without charge each fiscal year.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 6.1. Definition. A grievance shall mean a complaint by a faculty member that there has been as to him a violation or misinterpretation or misapplication of the specific terms of this Agreement.

Section 6.2. Informal Resolution. The parties are encouraged to resolve through informal discussions any grievances as defined herein. When specifically requested by the faculty member, a Union representative may accompany the faculty member to assist in the informal resolution of the grievance. Such informal discussions are not to be construed as a part of the grievance procedure.

Section 6.3. Procedure. If such informal discussions do not lead to a satisfactory resolution of a grievance as defined herein, the grievance shall be processed according to the following procedure. The term "days" as used in the following procedure refers to days the College administrative offices are open, unless otherwise indicated.

First Step.

(1) If the faculty member is unable to resolve a grievance informally, a written statement of the grievance shall be prepared, signed and delivered to the faculty member's Division Director or other immediate supervisor who is not a member of the

bargaining unit within fifteen (15) calendar days after the first event giving rise to the grievance. The faculty member shall simultaneously deliver a copy of the written grievance to the Union President. The written grievance shall specify the section or sections of this Agreement that are allegedly violated, misinterpreted, or misapplied, the full facts on which the grievance is based and the specific relief requested.

(2) Within five (5) days after the written grievance is submitted, a meeting shall be held with the grievant's immediate supervisor who is not a member of the bargaining unit or his designee to resolve the grievance at a time mutually agreed to by all the parties concerned, including a Union representative if the faculty member specifically so requests.

(3) The Division Director or other immediate supervisor or his designee will answer the grievance in writing within five (5) days after such meeting.

Second Step:

(1) If the faculty member is not satisfied with the First Step decision, the grievance may be referred to the appropriate Dean within five (5) days after the First Step answer is provided.

(2) Within five (5) days thereafter, a meeting shall be held between the faculty member, a Union representative if requested by the faculty member, the Dean or his designee, and other appropriate administrative personnel.

(3) The Dean or his designee shall deliver an answer to the grievant within five (5) days after such meeting.

Third Step:

(1) If the faculty member is not satisfied with the Second Step decision, the grievance shall be referred to the appropriate Campus President and the College Chancellor within five (5) days after the Second Step answer is provided.

(2) Within five (5) days thereafter, a meeting shall be held between the faculty member, a Union representative if requested by the faculty member,

the President or his designee, the Chancellor or his designee, and other appropriate administrative personnel.

(3) The Chancellor or his designee shall deliver an answer to the grievant within ten (10) days after such meeting.

Fourth Step:

(1) If the Union is not satisfied with the decision at the Third Step, the Union may refer the grievance to arbitration within fourteen (14) calendar days after the decision is provided at the Third Step, by written notice to the College Chancellor.

(2) The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon an arbitrator within said seven (7) day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Union and the Board shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two names; the other party shall then strike two names. The person remaining shall be the arbitrator.

(3) The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Board representatives.

(4) The arbitrator shall submit his recommendation in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

(5) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

(6) The fees and expenses of the arbitrator and the cost of a written transcript for the arbitrator shall be divided equally between the Board and the Union; provided, however, that each party shall be

responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript.

Section 6.4. Limitation on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement based on the specific issue submitted to the arbitrator by the parties in writing. If no joint written stipulation of the issue is agreed to by the Board and Union, the arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the First Step (Second Step in the case of a Union Grievance or Group Grievance). The arbitrator shall have no authority to make a recommendation on any issue not so submitted or raised. The arbitrator shall be without power to make recommendations contrary to or inconsistent with in any way applicable laws or rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Board under law and applicable court decisions. The decision of the arbitrator, if made in accordance with the jurisdiction and authority granted to the arbitrator pursuant to this Agreement, will be accepted as final by the Board, the Union, and the faculty member, and all parties will abide by it.

Section 6.5. Union Grievances. If a grievance alleges a violation, misinterpretation, or misapplication of the specific terms of this Agreement that relate directly to Union rights (e.g., dues checkoff, mail boxes, and information to the Union), or, if a grievance arises out of the same facts and alleges the same violation, misinterpretation, or misapplication of the specific terms of this Agreement as to a class of three (3) or more faculty members, the Union, acting through the Union President, shall have the right to submit a grievance at the Second Step of the grievance procedure. Any such grievance shall be submitted within fifteen (15) calendar days after the first event giving rise to the grievance.

Section 6.6. Group Grievances. If a grievance involving two or more faculty members arises out of the same facts and alleges a violation, misinterpretation, or misapplication of the same specific terms of this Agreement, it may be submitted as a group grievance in accordance with the procedure set forth in Section 6.3 above, provided that any such grievance shall be submitted in writing at the Second Step and shall be signed by any faculty members who want their grievance heard as a group grievance. The resolution of a group grievance shall be limited to those faculty members who are identified by name in the grievance.

Section 6.7. Time Limits. No grievance shall be entertained or processed unless it is submitted within fifteen (15) calendar days after the first event giving rise to the grievance. If a grievance is not presented within this time limit, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or an agreed extension thereof, it shall be considered settled on the basis of the Board's last answer. Failure at any step of this procedure to hold a meeting or communicate a decision on a grievance within the specified time limits shall permit the aggrieved party to treat the grievance as denied and to proceed immediately to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 6.8. No Reprisals. No reprisals of any kind shall be taken by the Board or the Union against a faculty member because of his participation in this grievance procedure. The Union shall not participate in reprisals of any kind against administrators or supervisors for any testimony or decisions given because of their participation in this grievance procedure.

ARTICLE VII

GENERAL PROVISIONS

Section 7.1. Gender. Unless the context in which they are used clearly requires otherwise, words used in this contract denoting gender shall refer to both the masculine and feminine.

Section 7.2. Tuition Waiver. The Board shall waive the cost of tuition for faculty members, spouses, and their dependents under the age of twenty-three (23) taking courses at Black Hawk College.

Section 7.3 . Travel Expenses. Faculty members shall be reimbursed at the rate of twenty cents ($.20) per mile for travel on College business in their personal automobile if such travel has been approved in advance by the appropriate Division Director and Dean.

Section 7.4. Tuition Reimbursement. Faculty members may receive reimbursement for study taken during the academic year and summer sessions within budget limitations. Payment will be made upon satisfactory completion of the course work taken, provided that the study is appropriate to the assignment of the faculty member and has had prior written approval from the appropriate Dean. Reimbursement shall be limited to tuition, and may be paid up to a maximum of $900 for courses completed in a given semester or summer session, and a maximum of $1,200 for courses completed in a given year. Requests for reimbursement must be submitted within sixty (60) days of the end date of the course taken.

ARTICLE VIII

CONDITIONS OF EMPLOYMENT

Section 8.1. Academic Freedom. Within the scope of their duties and responsibilities, the Board, the Union, and the faculty members covered by this Agreement recognize their responsibility to protect and encourage the search for knowledge and its dissemination. Faculty members have both the freedom and obligation to adequately investigate and to present to their students, based upon their professional judgment, available information and matters related to the subject being taught and to the education and training of their students in that subject. The course content must be consistent with the purpose and objectives of the course as adopted by the College and approved by the Illinois Community College Board. Faculty members shall at all times try to be accurate, show respect for the opinion of others, present all facets of controversial issues in an unbiased manner, identify their own personal persuasion on controversial issues, and make every effort, where appropriate, to indicate that they are not institutional spokespersons.

Within the broad framework of academic freedom affirmed above, the faculty shall continue to have the individual right and responsibility to determine course content, teaching methods, and textbooks subject to applicable College policies and procedures.

Section 8.2. Faculty Evaluation. The performance of nontenured faculty members shall formally be evaluated at least annually by the College administration.

Section 8.3. Distribution of Overload and Summer School Courses. Overload and summer session courses (up to two at a time) shall be distributed as equitably as practicable on the basis of seniority by rotation within a division among faculty members at each Campus who are determined to be qualified to teach the course in question. Faculty members who turn down overload or summer assignments shall be credited with such assignments for the purposes of this Section. If a faculty member demonstrates that he has not received his share of overload or summer assignments for which he is qualified to teach, he shall be given preference for future overload or summer assignments until the imbalance is corrected. Full-time faculty within a division shall be given preference for overload and summer school assignments over full-time faculty in other divisions and part time. Division Directors may establish deadlines by which faculty members must submit requests for overload or summer assignments.

Section 8.4. Tenure. Full-time faculty members shall be eligible for tenure in accordance with the applicable provisions of the Illinois Community College Tenure Act. Neither this Section nor any matter relating to tenure shall be subject to the grievance and arbitration procedure set forth in this Agreement.

Section 8.5. Office Hours. Each faculty member shall keep five (5) scheduled office hours each week (or more as the faculty member deems appropriate). These five (5) office hours shall be scheduled on at least three (3) days of each week College classes are in session.

Section 8.6. Notice of Resignation. If a faculty member is contemplating resignation, it should be discussed with his immediate supervisor who is not a member of the bargaining unit at the earliest possible time. The resignation of a faculty member shall be submitted in writing to the President of the Campus to which that faculty member is assigned. Normally a resignation need not be accepted after June 15, except in extreme cases, and then subject to the availability of a replacement satisfactory to the President of the Campus to which the faculty member is assigned.

Section 8.7. Vacations - 12 Month Faculty. Faculty members under twelve (12) month contracts shall be entitled to twenty (20) paid vacation days per year. Vacation time shall be accumulated at the rate of one and two-thirds (1.667) days per month.

Vacation days may be accumulated to a maximum not to exceed forty (40) days. Any accrued vacation days in excess of forty (40) effective July 1, 1986, will be forfeited. Faculty under twelve (12) month contracts whose positions are funded by grants will not be allowed to accumulate vacation days beyond the end of a fiscal year. Upon separation of employment from the College, the faculty member shall take the accumulated days of vacation or shall be paid for the number of accumulated days at one hundred percent (100%) pro rata portion of his base pay, up to and including forty (40) days.

Vacation schedules shall be determined and approved in advance by appropriate administrators and organized so that some personnel will always be on duty.

Section 8.8. Correctional Center Faculty. Notwithstanding anything in Section 3.2 (Precedence of Agreement) or elsewhere in this Agreement, all terms of this Agreement and any and all terms and conditions of employment for faculty assigned to the Correctional Center shall be subject to and controlled by the Contractors Handbook issued by the Illinois Department of Corrections (DOC) and any and all written or oral conditions, instructions or directives issued by the DOC and its representatives and agents (including the DOC School District #428 or its successor and the Warden of the Correctional Center) which affect or relate to the compensation or terms and conditions of employment for faculty assigned to the Correctional Center. In the event such written or oral conditions, instructions or directives or the Contractors Handbook permit, but do not require, more favorable terms and conditions of employment than are provided for in this Agreement, the terms of this Agreement shall apply. Any such written or oral conditions, instructions or directives, and the Contractors Handbook, as well as the interpretation of same by the DOC and its various representatives and agents, shall not be subject to the grievance and arbitration procedures of this Agreement.

ARTICLE IX

LEAVES

Section 9.1. Sick Leave. Nine-month faculty with fewer than three years of full-time service shall accumulate sick leave at the rate of ten (10) days per year. Nine-month faculty with three to fifteen years of full-time service shall accumulate sick leave at the rate of twelve (12) days per year. Nine-month faculty with fifteen or more years of full-time service shall accumulate sick leave at the rate of fifteen (15) days per year.

Twelve-month faculty with less than three years of full-time service shall accumulate sick leave at the rate of twelve (12) days per year. Twelve-month faculty with three to fifteen years of full-time service shall accumulate sick leave at a rate of fifteen (15) days per year. Twelve-month faculty with fifteen or more years of service shall accumulate sick leave at a rate of nineteen (19) days per year.

A sick leave bonus plan for full-time faculty with less than three years of full-time service allows for an additional two (2) days of sick leave per year for nine-month faculty and three (3) days per year for twelve-month faculty who use no sick leave days during a fiscal year.

Sick leave shall be accumulated without limit for both nine and twelve-month faculty, and unused sick leave shall be applied toward service credit for retirement under the State Universities Retirement System (SURS).

A faculty member shall notify his/her immediate supervisor who is not a member of the bargaining unit as soon as possible when it is necessary to use accumulated sick leave days. Sick leave may be used only where absence from work is necessary due to the personal illness or disability of the faculty member or permanent resident of the faculty member's household.

The Board reserves the right to require a certification from a physician or other licensed health care professional for the use of sick leave. The Board reserves the right to require periodic physical examinations during the period of an employee's absence due to sickness or disability. Examinations administered by a physician selected by the Board shall be at the Board's expense.

Section 9.2. Judicial Leave. Faculty members subpoened as witnesses or summoned to jury duty shall receive time off with pay, provided that proper notice is given to his immediate supervisor who is not a member of the bargaining unit. A faculty member shall notify his immediate supervisor who is not a member of the bargaining unit as soon as possible after being subpoened or summoned. The faculty member will receive the difference between the daily rate of pay received for jury or court duty and his/her regular rate of pay, provided the faculty member's daily rate of pay is more than received from court duty. Any expenses (mileage, meals, etc.) paid by the court to the faculty member shall be retained by the faculty member. Should the jury not meet, or when a jury session or witness appearance is finished early, the faculty member is expected to report back to work.

Section 9.3. Bereavement Leave. In the event of the death of a member of the faculty member's immediate family, the faculty member shall be entitled to a leave of absence of up to a maximum of five (5) consecutive calendar days with pay (excluding weekends and holidays) for the purpose of attending the funeral and for making funeral arrangements. The term "immediate family" shall mean the faculty member's husband, wife, child, father, mother, father-in-law, mother-in-law, brother, sister or relative living in the immediate household.

A faculty member shall be entitled to a leave of absence not to exceed one (1) day with pay to attend the funeral services of other relatives or permanent resident of the faculty member's household. A maximum of two (2) days may be allowed if travel is involved for an out-of-town funeral for such other relatives.

Additional time off in connection with funerals that would exceed the limitations indicated above may be excused without pay or applied against annual vacation, if eligible. This additional time must be approved by the appropriate Division Director and Dean.

Section 9.4. Professional Development Leave. Professional Development Leave may be granted at the sole discretion of the Board to eligible faculty members. To be eligible to apply for a professional development leave, a faculty member must have completed a minimum of six (6) continuous years of full-time academic service with the College.

To be considered for a Professional Development Leave, eligible faculty members must submit a detailed written plan to the Campus President prior to December 1 of the academic year preceding the academic year in which the faculty member desires the leave to begin. A Professional Development Leave may also be initiated by the Campus President at any time. A professional development leave may be granted for one or more of the following purposes: formal study in a major or cognate field at an accredited institution, professional research, or inquiry at an accredited institution which will advance the faculty member's knowledge of his field and/or improve his professional skills. A faculty member may also submit a written plan for a Professional Development Leave for other purposes which are beneficial and in the best interest of the College as determined by the Board upon the recommendation of the Campus President and Chancellor. A request for a Professional Development Leave initiated by an individual faculty member shall be reviewed by a committee appointed by the Campus President or Chancellor which committee shall include faculty representatives. The committee shall be constituted as defined in the current Faculty Handbooks.

Any faculty member who has applied for and been denied a Professional Development Leave by the Chancellor may request a hearing before an Appeals Committee. The Appeals Committee shall be composed of the Campus President, the appropriate Dean, and one faculty member serving on the Professional Development Leave Committee. The Appeals Committee shall inform the faculty member in writing of the reasons for the refusal. The faculty member will then have the option of making an oral and/or written presentation to the Appeals Committee within three (3) weeks. After this presentation, if any, the recommendation of the Appeals Committee will be forwarded to the Chancellor for final resolution. The Chancellor shall inform the affected faculty member of his final decision within fifteen (15) calendar days.

If a faculty member is granted a Professional Development Leave for two semesters (one academic year), the faculty member shall be paid one-half of his base salary. If a faculty member is granted a Professional Development Leave for one semester or less, the faculty member shall be paid his full base salary for the period of the leave. Faculty members on Professional Development Leave shall not be subject to any prohibitions on their income not applicable to faculty members not on Professional Development Leave.

The period of a Professional Development Leave will not be considered a break in service and it will count toward a faculty member's vertical movement on the salary schedule. When a faculty member is on a Professional Development Leave, the faculty member will continue to receive the same group hospitalization and life insurance benefits and other fringe benefits that are provided by the Board for faculty members generally. At the end of a Professional Development Leave, the faculty member shall return to employment at the College in the position he left, if available, or to another full-time faculty position for which he is qualified and has the necessary seniority as required by the Illinois Community College Tenure Act.

Professional Development Leave is conditional upon compliance with the terms and conditions on which it was granted, modifications of which may not be made without Board approval. Upon completion of a Professional Development Leave, the faculty member shall present a full written report to the Campus President demonstrating compliance with the terms and conditions upon which the leave was granted.

A faculty member is expected to remain an employee of the College for two (2) years following completion of the leave. If the faculty member fails to remain an employee for one (1) year after the expiration of a Professional Development Leave, he shall reimburse the College for the entire compensation received while on such leave, and if a faculty member leaves the College employment during the second year following the expiration of a Professional Development Leave, he shall reimburse the College for twenty-five percent (25%) of the compensation received while on said leave.

Section 9.5. Military Leave. Faculty members who serve in reserve units or in the National Guard are required, to the extent possible, to schedule service periods outside the regular academic year so as not to interfere with their work for the College. If a faculty member is mandated during the regular academic year to serve in the National Guard or a reserve unit, he/she has the option of continuing on regular salary or collecting military pay, but not both. If the choice is to receive regular College salary, the military pay must be turned over to the College. This same provision regarding salary shall apply to faculty mandated to serve in the National Guard or military reserve during a summer school teaching assignment and to faculty employed on twelve-month contracts.

A faculty member will be granted a leave of absence without pay if he/she is drafted or otherwise called to active duty in the military service of the United States. The faculty member will be reemployed at the end of military service, provided that an opening exists for which the faculty member is qualified (or, in the case of a tenured faculty member, if there is a position for which he/she is qualified that is held by a less senior faculty member). Time spent on military leave shall be counted toward service credit for seniority and sabbatical leave, will not constitute a break in service or affect a vertical movement on the salary schedule, and it shall not count toward completion of eligibility requirements for tenure.

Section 9.6. Maternity Leave. Sick leave will be granted for purposes of child bearing on the same terms and conditions as any other illness or disability.

Section 9.7. Personal Leave Days. Each faculty member shall be permitted without loss of salary two (2) days each year to transact personal business which cannot be handled during non-working time, including personal matters of an emergency nature that cannot be handled during non-working time. Any unused personal days for the immediately preceding academic or fiscal year shall be accumulated up to a maximum of three (3) days for use as personal leave days in succeeding years.

Written application for such leave shall be made to the faculty member's immediate supervisor who is not a member of the bargaining unit at least three (3) academic work days prior to the desired day of such leave, provided that in an emergency an application may be made at a later time. Personal leave for a proper purpose shall not be denied arbitrarily.

Personal leave may not be taken on commencement day, or immediately preceding or following a vacation period (which shall include mid-week holidays or weekends annexed to holidays), or the first five (5) working days of each semester, unless the faculty member receives permission from the faculty member's immediate supervisor who is not a member of the bargaining unit due to the existence of extraordinary or emergency circumstances.

Section 9.8. Personal Leave of Absence. A personal leave of absence without pay for a period not to exceed one (1) year may be granted to a faculty member for reasons which are deemed acceptable by the appropriate Dean and Campus President. Such leaves may be granted for travel, professional study, parenting or other personal reasons. Such leaves are subject to approval by the Board of Trustees.

Time spent on a personal leave of absence will not constitute a break in service but is not included in calculation for tenure eligibility, seniority, promotion, vertical movement on the salary schedule, vacation, sick leave and sabbatical leave.

Faculty members may arrange for continuation of their group health and life insurance prior to departure by paying the full cost of this coverage.

ARTICLE X

SENIORITY AND REDUCTIONS IN FORCE

Section 10.1. Definition of Seniority. The seniority of faculty members shall be based on the last date of beginning continuous full-time employment by the Board. Conflicts of seniority among faculty members with the same seniority date shall be resolved on the basis of the earliest date the initial contract of employment was approved by the Board of Trustees and, if a tie still exists, on the earliest date upon which the Application for Employment form for the specific opening for which the faculty member was hired was received by the College. If conflicts of seniority cannot be resolved by the procedures outlined above, the conflict shall be resolved by drawing lots. Seniority does not accumulate during a faculty member's Personal Leave of Absence (Section 9.8) or while a faculty member is laid off.

Section 10.2. Seniority Upon Return to the Bargaining Unit. If a faculty member is appointed by the Board to a position outside the bargaining unit and is subsequently returned to a bargaining unit position by the Board, the faculty member shall be credited with the years of service outside of the bargaining unit, in addition to the seniority that was previously accumulated as a faculty member.

Section 10.3. Reduction in Force. The reduction in force of faculty members shall be in accordance with the provisions of Chapter 122, Section 103-B5, Illinois Revised Statutes, and/or applicable Board policies and procedures. Any such reduction in force shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Section 10.4. Dismissal Procedure. The dismissal of a faculty member shall be in accordance with the provisions of Chapter 122, Sections 103B-3, 103B-4, Illinois Revised Statutes. The grievance and arbitration procedure set forth in this Agreement shall not be applicable to any such dismissals.

Section 10.5. Termination of Seniority. Seniority for all purposes shall be terminated if the faculty member:

1. Quits or resigns employment from the College; or
2. Is terminated in accordance with the provisions of applicable law and/or Board policy; or
3. Retires or is retired; or
4. Is a tenured faculty member and:
    a. Is laid off for a period of 24 months from the beginning of the school year for which the faculty member was honorably dismissed; or
    b. Fails to respond to notification of recall within seven (7) calendar days of its receipt or within twelve (12) calendar days of its mailing, whichever is less, provided that a notice of recall is sent by certified or registered mail (return receipt requested) addressed to the most recent address provided by the faculty member. It shall be the responsibility of the faculty members laid off to advise the Director of Personnel in writing of their latest address; or
5. Fails to return from an approved leave of absence or vacation at its expiration, except for good cause shown due to circumstances beyond the control of the faculty member.

ARTICLE XI

FACULTY WORK LOAD

Section 11.1. Quad-Cities Campus. Within each Division, the normal full-time load of each faculty member shall be determined by the Division Director in consultation with the faculty member and approved by the appropriate Dean, subject to the following:

a. CAREER PROGRAM

Business Careers Division

The normal load in the Data Processing Department and Management Marketing Department shall be 30-34 equated credit hours per academic year. The normal load in the Office Careers Department shall be 17-20 contact hours per semester.

Health Career Division

The normal load in the Health Career Division shall be 30-34 equated hours per academic year.

Clinical hours for the Associate Degree Nursing faculty, Licensed Practical Nursing faculty, Nursing Assistant faculty and Respiratory Therapy faculty shall be equated for load purposes on the basis of .75 of an equated credit hour for each clinical hour.

Industrial Related Division

The normal load of a faculty member in the Industrial Related Division shall be eighteen (18) to twenty-two (22) contact hours per semester.

Quad-Cities Training Center (QCTC)

The normal load in the QCTC is 30-34 equated credit hours per academic year.

The equated load formulas for lab and practicum classes are as follows:

1 lab hour = .5 equated credit hour
1 practicum hour = .75 equated credit hour

East Moline Correctional Center (EMCC)

The work load for correctional center faculty shall be 40 clock hours per week, including scheduled office hours.

b. CE AND CS PROGRAM

The work load for community services and community education faculty shall be 25 contact hours per week.

c. LIBRARIANS AND COUNSELORS

The work load for librarians and counselors shall be 37-1/2 clock hours per week, including scheduled office hours.

d. UNIVERSITY PARALLEL PROGRAM

Biological Sciences

The normal load shall be 30-32 equated credit hours per academic year. The equated load formulas for Biological Sciences shall be:

1 lecture hour = 1 equated credit hour

1 lab hour = 0.8 equated credit hour

The following formula shall be used in determining equated credit hours for multiple sections:

$h = c + [E/n - 1]1.5$

h = equated credit hours
c = course credit hours per section
E = total number of students enrolled on the tenth day of classes
n = number of sections
E/n = number of students enrolled on the tenth day of classes divided by the number of sections, rounded to the lowest whole integer.

Business Transfer

The normal load shall be 30-32 equated credit hours, including labs, per academic year. The equated load formulas for Business Transfer shall be:

1 lecture hour = 1 equated credit hour

1 lab hour = .75 equated credit hour

Music

The normal load shall be 30-34 equated credit hours per academic year.

If enrollment in a section is less than 12 students, pro rata credit toward load is given, unless the section is cancelled or combined with another section to increase enrollment to twelve students or more.

The equated load formulas for Music shall be:

1 course credit hour = 0.8 equated credit hours for Music 101, 107 and 109

1 course credit hour = 0.6 equated credit hours for Music 103.

1 course credit hour = 1 equated credit hour for Music 115, 207, 251, 253, and 254.

For Music 111 and 211, 1 lecture hour = 1 equated credit hour, and 1 lab hour = 0.6 equated credit hour.

For music lessons the following equated load formulas shall apply:

1 student (private lesson) -- 1 course credit hour = 0.2 equated credit hour.

2-6 students -- 1 course credit hour = 0.6 equated credit hour.

7 or more students -- 1 course credit hour = 0.8 equated credit hour.

Television

The normal load shall be 30-34 equated credit hours per academic year.

The equated load formula for television shall be:

1 course credit hour = 1 equated credit hour for TV 112 and 212

TV 160, TV 220 and TV 221 = 5.4 equated credit hours

TV 200 = zero equated credit hours (no load value)

Engineering and Physical Sciences

The normal load shall be 30-32 equated credit hours per academic year.

The equated load formula for labs are as follows:

1 lab hour = 0.6 equated credit hour for all Geology and Geography courses

1 lab hour = 0.8 equated credit hour for all Chemistry, Physics, Engineering and Astronomy courses.

The following formula shall be used in determining equated credit hours for multiple sections:

$h = c + [E/n - 1]1.5$

h = equated credit hours
c = course credit hours per section
E = total number of students enrolled on the tenth day of classes
n = number of sections
E/n = number of students enrolled on the tenth day of classes divided by the number of sections, rounded to the lowest whole integer.

English, Philosophy, and Foreign Language

The normal load shall be 30-32 equated credit hours.

The following courses shall be equated at 3.5 equated credit hours: English 101, 102, 132, 200, 231, 232, 242, 243 and Communication 100.

The following courses shall be equated at 2.3 equated credit hours: English 091 and Communication 105.

All other English, Philosophy and Foreign Language courses shall be equated on the basis of 1 course credit hour = 1 equated credit hour (based on the assumption of no lab sections in Foreign Language).

Health, Physical Education, and Recreation

The normal load shall be 36-40 contact hours per academic year. One classroom lecture hour equals 1 contact hour.

The following equated load formula shall apply to activity classes:

1 lab = 0.7 equated credit hour for HPE 130 and above

1 section = 0.7 equated credit hour below HPE 130 (varsity sports) (1.4 for Freshmen and Sophomore sections combined per semester)

Mathematics and Computer Sciences

The normal load in Mathematics shall be 30-32 equated credit hours per academic year.

The lead instructor in the Math Lab will work at the Math lab desk twenty-five (25) contact hours per week.

The normal load in Computer Sciences shall be nine (9) three (3)-hour courses per academic year.

The equated load formulas for Computer Sciences labs shall be:

1 lab hour = .75 equated credit hour for CS 100 and 101

1 lab hour = .5 equated credit hour for CS 141, 151, 242 and 252

Social Behavioral Studies

The normal load shall be 30 equated credit hours. Internship courses shall be paid on an independent study base.

Creative Arts

The normal load for Art shall be 30-34 equated credit hours.

The equated load formula for Studio courses shall be one studio hour = 0.8 equated credit hour.

The normal load in Communication Arts shall be 30 semester hours.

e. STUDY UNLIMITED

1. A section of a course offered in Study Unlimited that is to be included as a part of a full-time faculty member's full-time class load during the regular academic year exists when the partial roster enrollment of new/additional students in a Study Unlimited section equals the tenth-day enrollment of regular classroom sections of the same course for the latest completed semester. Certain departments require a higher number of enrollees than the tenth-day enrollment of regular classroom sections.

2. A section that is to be paid at overload contract rate exists at any time during the calendar year, including summer session, when the partial roster enrollment of new/additional students in a Study Unlimited section equals eighteen (18) students. Certain departments require a higher number of enrollees than the minimum of eighteen (18) students.

3. For purposes of determining sections for full-time load equivalency, Study Unlimited sections can be combined. Study Unlimited enrollments in different class sections may also be combined for overload contracts.

4. It is the teacher's responsibility to report accurately and on the Study Unlimited tally sheet to department chairman the names of new/additional student enrollments in Study Unlimited classes. Students should not be added to the tally sheet until their start dates have occurred.

In general, it has also been a procedure in UPP to limit the number of Study Unlimited sections for load to half of regular load unless otherwise authorized by the Director. (Overload contracts are not expected to exceed one per semester, unless approved by the Dean and extenuating circumstances exists.)

Section 11.2. East Campus. Within each Division, the normal full-time load of each faculty member shall be determined by the Division Director in consultation with the faculty member, subject to the following:

1. The normal teaching load for each full-time faculty member shall be sixteen (16) equated semester hours per semester. Each faculty member will be expected to teach at least thirty-two (32) semester hours per year. Up to thirty-three (33) semester hours may be assigned by the Division Director annually. Teaching loads over thirty-three (33) semester hours up to thirty-eight (38) semester hours may be assigned with the faculty member's consent. Teaching loads in excess of thirty-eight (38) semester hours must be approved by the faculty member involved, his immediate supervisor who is not in the bargaining unit, and the appropriate Dean.

2. Those faculty members who have taught more than thirty-two (32) equated hours and have taught more than 400 student credit hours during the academic year shall be eligible for overload payment. These calculations shall be based upon mid-term data and payment made after mid-term of the spring semester.

3. A ratio of .75 to 1 shall be used when equating laboratory, studio, or activity hours to lecture hours.

4. Clinical hours for the Associate Degree Nursing faculty and Nursing Assistant Program faculty shall be equated for load purposes on the basis of .75 equated credit hour for each clinical hour taught.

5. Faculty responsible for the placement and supervision of work-experience students in agriculture, agricultural mechanics, and automotive technology programs at the East Campus shall be credited for work load purposes with (1) equated hour for every four (4) students placed and one (1) equated hour for every three (3) students supervised per semester.

6. In cases where courses do not have sufficient enrollment to be offered independently, they may be taught on a concurrent basis at the discretion of the Division Director in consultation with the affected faculty member. Where a maximum of three (3) sections are taught concurrently (i.e., during the same semester), load shall be given equal to the load of the highest load bearing course.

7. Independent study assignments shall be for supervision of student study or research outside the normal curriculum. Such assignments must be approved by the Division Director. Payment is by separate contract at $30.00 per student credit hour, payment to be made after mid-term enrollments are confirmed.

8. Directed study assignments shall be for supervision of tutorial assignments where the student takes an existing course on an individual basis with the supervision of the faculty member. Such assignments must be approved by the Division Director. Payment is by separate contract at $30.00 per student credit hour, payment to be made after mid-term enrollments are confirmed.

9. The workload for librarians and counselors shall be 37-1/2 hours per week, including office hours.

10. An additional .5 equated credit hour will be credited to the faculty member's load who teaches the following English courses: English 091, 101, 102 (e.g., English 091 = 3.5 equated hours).

ARTICLE XII

RANK AND PROMOTION SYSTEM

Section 12.1. Academic Ranks. The teaching faculty shall be classified into five (5) groups: Assistant Instructor, Instructor, Assistant Professor, Associate Professor, and Professor.

Section 12.2. Eligibility for Promotion. Faculty members meeting the minimum number of points for each rank outlined in the Quality Points Guidelines approved by the Board and who have been in their present rank the requisite number of years shall be eligible to be considered for promotion. Faculty eligible for promotion shall be notified by letter or internal memo and shall be given applications for promotion by the Campus President by October 15 of the fall semester. Persons meeting the minimum Quality Point Guidelines and who have been in their present rank the requisite number of years shall be considered for promotion if they successfully complete all application procedures and meet all application deadlines. Meeting the minimum requirements is only one of several factors considered in promotion.

Section 12.3. Promotion Review Procedure. Evaluation and recommendation for promotion is the initial responsibility of the members of the department (or division, where applicable), the Department Chairperson (where applicable), the Division Director and the Dean.

A Promotion Review Committee shall be established on each campus. It should be the responsibility of those Committees to review the qualifications of those persons who have applied for promotion with respect to the responsibilities of the rank each person currently holds as well as the potential of each candidate for promotion to fulfill the responsibilities of the rank to which he has applied for promotion. The recommendations of the Committee shall not be subject to the grievance and arbitration procedures of this Agreement, but they shall be reviewable under the current promotion review appeals procedures.

The Committees shall send their recommendations for promotion to the appropriate Campus President, who shall forward each recommendation, along with his statement of concurrence or disagreement, to the Chancellor. The Chancellor will forward to the Board of Trustees only those promotion cases he is recommending favorably for promotion; in such cases, he shall forward to the Board of Trustees his own recommendation, along with the recommendations of the Promotion Review Committee and the appropriate Campus President. The final decision on promotions shall rest in the sole discretion of the Board of Trustees, whose decision shall not be subject to the grievance and arbitration provisions of this Agreement.

Cases where the Chancellor is not recommending a faculty member for promotion will not be sent to the Board of Trustees. If the Promotion Review Committee has recommended a candidate for promotion and the Chancellor reverses that recommendation, the Chancellor's decision shall be grievable under the grievance and arbitration provisions of this Agreement under an arbitrary and capricius standard of review.

The Campus Presidents have the authority to make a special recommendation to the Chancellor for the promotion of faculty members who are not recommended or are otherwise ineligible for one reason or another in a given year. The Chancellor has the authority to make a special recommendation to the Board of Trustees for the promotion of faculty members who are not recommended or are otherwise ineligible for one reason or another in a given year. This special promotion will be considered to be separate Board action in addition to the normal promotion procedures. The Chancellor may also grant academic rank to, or promote, an administrator when the administrator becomes a faculty member or returns to the faculty.

Section 12.4. Promotion Parameters. A faculty member must be in at least the fifth semester of a probationary contract of full-time service to the College, excluding summers, in order to be eligible for consideration for promotion for the first time. The individual must submit an application for consideration for promotion. This application must be submitted to the appropriate Campus President during the fall semester by the established deadline.

No faculty member shall be promoted beyond any one rank at a time and must serve at least three years in that rank. Assistant Instructors shall be eligible for consideration for promotion to Instructor during their third year as Assistant Instructors. Instructors shall be eligible for consideration for promotion to Assistant Professor during their third year as Instructors. Assistant Professors will be eligible for consideration for promotion to Associate Professor during their fourth year as Assistant Professors. Associate Professors shall be eligible for consideration for promotion to Professor during their fourth year as Associate Professors.

The number of promotions of all ranked faculty for each year shall not exceed a maximum of fifteen percent (15%) of the total number of full-time faculty at each campus.

Section 12.5. Accountability. A faculty member may be denied an annual salary step increment or demoted in rank at the discretion of the Board of Trustees if the faculty member has failed to meet the standards of performance expected of his rank. The decision of the Board shall be subject to the grievance and arbitration procedures of this Agreement. The Board shall not act upon a denial of an annual salary step increment or a demotion in rank except upon the recommendation of the Chancellor. The Chancellor's recommendation to the Board on a demotion in rank shall be accompanied by the recommendations solicited by the Chancellor from the appropriate Campus President, the faculty member's Dean and the appropriate Promotion Review Committee.

ARTICLE XIII

SALARIES AND INSURANCE

Section 13.1. Salaries. The salary schedule for the 1984-85 academic year (fiscal year for twelve-month faculty) is attached as Appendix A. Any faculty member who will have been employed for a full academic year (fiscal year for twelve-month faculty) will receive a full step increase (two half steps) on this schedule if he is not at the maximum salary of his salary lane. Faculty members whose promotions were effective at the beginning of the 1984-85 academic year (fiscal year for twelve-month faculty) will be paid according to their new rank. All salary adjustments reflected in Appendix A shall be retroactive to the beginning of the 1984-85 academic year (fiscal year for twelve-month faculty) for all faculty members who are on the active payroll on the date this Agreement is ratified by both parties.

The salary schedule for the 1985-86 academic year (fiscal year for twelve-month faculty) is attached as Appendix B. Any faculty member who will have been employed for a full academic year (fiscal year for twelve-month faculty) as of the beginning of the 1985-86 academic year (fiscal year for twelve-month faculty) will receive a full step increase (two half steps) on this schedule if he is not at the maximum salary of his salary lane. Faculty members who have been promoted effective at the beginning of the 1985-86 academic year (fiscal year for twelve-month faculty) will be paid according to their new rank.

A twelve-month faculty member's salary shall be determined by multiplying his base salary by 1.23.

Section 13.2. Pay Procedures. Faculty shall be paid twice a month, on the fifteenth day of the month and on the last working day of the month, beginning with the first fifteenth or end of the month after the beginning of the academic or fiscal year, as applicable. If the fifteenth day of the month falls on a non-working day, faculty shall be paid on the working day that immediately precedes the fifteenth day. The final paycheck of the fall semester shall be paid on the last day final examinations are held. Based upon the faculty member's written authorization, faculty shall have the option of having their paychecks mailed to their home address or held for pick-up at the College.

Section 13.3. Overload and Summer School Pay. Faculty members shall be paid $275 per equated semester hour ($12.00 per hour for community service and continuing education faculty) for overload and summer school assignments during the 1984-85 fiscal year. Faculty members shall be paid $295 per equated semester hour ($12.75 per hour for community service and continuing education faculty) for overload and summer school assignments during the 1985-86 fiscal year (i.e., for any class with a mid-date after June 30, 1985) and during the 1986-87 fiscal year.

Section 13.4. Insurance Coverage. The group hospital and major medical insurance, the group life insurance, and the group long-term disability insurance in effect when this Agreement is ratified shall continue through the end of the 1984-85 fiscal year with no change in coverage or in the portion of the premiums paid by faculty members (the College will continue to pay 100% of single coverage and 90% of dependent coverage for group hospital and major medical insurance; the College will continue to pay 100% of group life insurance, with coverage equal to 1-1/2 times the faculty member's base salary, rounded to the lowest $1,000; and the College will continue to pay 90% of long-term disability insurance).

For the 1985-86 and 1986-87 fiscal years, the same group insurance shall remain in effect, with the following changes: (1) the hospitalization daily limit for semi-private room rate shall be increased from $187 per day to $200 per day; and (2) the limit on major medical coverage shall be increased from $250,000 to $500,000.

Section 13.5. Right to Change Insurance Carriers. The Board retains the right to change insurance carriers for employee insurance or otherwise provide for coverage as long as the level of benefits remains approximately the same. The Chancellor or his designee will notify the Union President at least thirty (30) days in advance of a change in insurance carriers for insurance provided for under this Agreement.

Section 13.6. Terms of Insurance Policies to Govern. The extent of coverage under the insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies. Any questions concerning said insurance policies shall be resolved in accordance with the terms and conditions set forth in said policies and shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

ARTICLE XIV

NON-INTERRUPTION OF SERVICES AND WORK

During the term of this Agreement, neither the Union nor its officers or agents nor any of the faculty members covered by this Agreement will authorize, condone, instigate, promote, sponsor, aid or participate in any strike, sympathy strike, secondary boycott, slowdown, stoppage of work, or any other interruption of the operations of the College, regardless of the reason for so doing. Any or all faculty members who violate this provision may be terminated or otherwise disciplined by the Board as the Board in its discretion deems appropriate. Union officers and representatives will cooperate with the College in urging faculty members who violate this Article to return to work.

ARTICLE XV

REOPENING

Section 15.1. Procedure. Between April 1, 1986 and May 15, 1986, either party may notify the other in writing of its desire to reopen this Agreement, provided such reopener shall be limited to the section (and subjects) noted below. Upon such notice being given, the duly authorized representatives of the parties shall meet for the purpose of negotiating with respect to said matters. All other provisions of this Agreement shall remain in full force and effect during any reopening. It is expressly understood that in the event of a reopening, neither party shall have the right to submit any issue arising thereunder to the grievance procedure (including arbitration). It is also expressly understood that the provisions of Article XIV (Non-Interruption of Services and Work) shall continue in full force and effect in the event of a reopening.

Section 15.2. Sections and Matters Subject to Reopening. Only the following section shall be subject to reopening and then only with respect to the express subjects noted for the period of the 1986-87 academic year (fiscal year for twelve-month faculty):

Section (Appendix)	Subject
Section 13.1 (Salaries) and Appendix C	The amounts to replace the "X" designations on the 1986-87 faculty salary schedule (Appendix C

and movement on that salary schedule for the 1986-87 academic year (fiscal year for twelve-month faculty), provided that the Board agrees to grant a minimum of a full step increment (two half steps) for all faculty not at the maximum of their lane for the 1986-87 academic year (fiscal year for twelve-month faculty), or the dollar equivalent thereof, as part of any Agreement on salary adjustments for 1986-87, and provided further that such full step increment or dollar equivalent thereof shall be made retroactive to the beginning of the 1986-87 academic year (fiscal year for twelve-month faculty) if agreement is not reached by the start of the 1986-87 academic year. This full step increment shall be given to all faculty members who will have been employed for a full academic year (fiscal year for twelve-month faculty) as of the beginning of the 1986-87 academic year (fiscal year for twelve-month faculty).

ARTICLE XVI

ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter, whether or not referred to or covered in this Agreement, including the impact of the Board's exercise of its rights as set forth herein on salaries, fringe benefits or terms and conditions of employment, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XVII

SAVINGS

If any provision of this Agreement is or shall at any time be contrary to or unauthorized by law, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law; provided that in such event all other provisions of this Agreement shall continue in effect.

ARTICLE XVIII

TERM OF AGREEMENT

This Agreement shall be effective as of the 16th day of May, 1985, and shall remain in full force and effect until the completion of the 1987 Summer Session (which shall be defined to be 11:59 p.m. on the third calendar day after final grades are due at the end of the 1987 Summer Session). It shall automatically be renewed from year to year unless either party shall notify the other in writing at least ninety (90) days prior to the completion of the 1987 Summer Session, as defined above, or at least ninety (90) days prior to the end of the Summer Session in any succeeding year (which shall be defined to be 11:59 p.m. on the third calendar day after final grades are due at the end of such Summer Session).

IN WITNESS WHEREOF, the parties hereunto have set their hands this 16th day of May, 1985.

BOARD OF COMMUNITY COLLEGE DISTRICT NO. 503, (BLACK HAWK COLLEGE)	BLACK HAWK COLLEGE TEACHERS' UNION LOCAL 1836, IFT
By Jl Petersen	By Gene O. Masters
Title:	Title:
Dated:	Dated:

APPENDIX A

BLACK HAWK COLLEGE
INSTRUCTIONAL SERVICES STAFF COMPENSATION SCHEDULE FOR 1984-85

LEVEL OR STEP	ASSISTANT INSTRUCTOR	INSTRUCTOR	ASSISTANT PROFESSOR	ASSOCIATE PROFESSOR	PROFESSOR
1A	14,330				
1B	14,563				
2A	14,800				
2B	15,041				
3A	15,285	15,785			
3B	15,533	16,041			
4A		16,302			
4B		16,567			
5A		16,836			
5B		17,109			
6A		17,387	17,957		
6B		17,670	18,249		
7A		17,957	18,545		
7B		18,249	18,847		
8A		18,545	19,153		
8B		18,847	19,464		
9A		19,153	19,780	20,429	
9B		19,464	20,102	20,760	
10A		19,780	20,429	21,098	
10B		20,102	20,760	21,441	
11A		20,429	21,098	21,789	
11B		20,760	21,441	22,143	
12A		21,098	21,789	22,503	23,240
12B		21,441	22,143	22,869	23,618
13A		21,789	22,503	23,240	24,002
13B		22,143	22,869	23,618	24,392
14A		22,503	23,240	24,002	24,788
14B		22,869	23,618	24,392	25,191
15A		23,240	24,002	24,788	25,600
15B		23,618	24,392	25,191	26,016
16A			24,788	25,600	26,439
16B			25,191	26,016	26,868
17A			25,600	26,439	27,305
17B			26,016	26,868	27,749
18A			26,439	27,305	28,200
18B			26,868	27,749	28,658
19A			27,305	28,200	29,124
19B			27,749	28,658	29,597
20A				29,124	30,078
20B				29,597	30,566
21A				30,078	31,063
21B				30,566	31,568
22A				31,063	32,081
22B				31,568	32,602
23A					33,132
23B					33,670
24A					34,217
24B					34,773

NOTE: The salaries above reflect "Computed Salary" which includes the "Base Salary" plus the College contribution on behalf of the employee to SURS and which will be reported to SURS for determining retirement benefits. The "Base Salary" which is 92% of the "Computed Salary" will be reported to IRS on the W-2 form as taxable income.

APPENDIX B

BLACK HAWK COLLEGE
INSTRUCTIONAL SERVICES STAFF COMPENSATION SCHEDULE FOR 1985-86

LEVEL OR STEP	ASSISTANT INSTRUCTOR	INSTRUCTOR	ASSISTANT PROFESSOR	ASSOCIATE PROFESSOR	PROFESSOR
1A	15,088				
1B	15,333				
2A	15,582				
2B	15,835				
3A	16,092	16,620			
3B	16,354	16,890			
4A		17,164			
4B		17,443			
5A		17,726			
5B		18,014			
6A		18,307	18,906		
6B		18,604	19,213		
7A		18,906	19,525		
7B		19,213	19,842		
8A		19,525	20,164		
8B		19,842	20,492		
9A		20,164	20,825	21,507	
9B		20,492	21,163	21,856	
10A		20,825	21,507	22,211	
10B		21,163	21,856	22,572	
11A		21,507	22,211	22,939	
11B		21,856	22,572	23,312	
12A		22,211	22,939	23,691	24,467
12B		22,572	23,312	24,076	24,865
13A		22,939	23,691	24,467	25,269
13B		23,312	24,076	24,865	25,680
14A		23,691	24,467	25,269	26,097
14B		24,076	24,865	25,680	26,521
15A		24,467	25,269	26,097	26,952
15B		24,865	25,680	26,521	27,390
16A			26,097	26,952	27,835
16B			26,521	27,390	28,287
17A			26,952	27,835	28,747
17B			27,390	28,287	29,214
18A			27,835	28,747	29,689
18B			28,287	29,214	30,171
19A			28,747	29,689	30,661
19B			29,214	30,171	31,159
20A				30,661	31,665
20B				31,159	32,180
21A				31,665	32,703
21B				32,180	33,234
22A				32,703	33,774
22B				33,234	34,323
23A					34,881
23B					35,448
24A					36,024
24B					36,609

NOTE: The salaries above reflect "Computed Salary" which includes the "Base Salary" plus the College contribution on behalf of the employee to SURS and which will be reported to SURS for determining retirement benefits The "Base Salary" which is 92% of the "Computed Salary" will be reported to IRS on the W-2 form as taxable income.

APPENDIX C

BLACK HAWK COLLEGE
INSTRUCTIONAL SERVICES STAFF COMPENSATION SCHEDULE FOR 1986-87

LEVEL OR STEP	ASSISTANT INSTRUCTOR	INSTRUCTOR	ASSISTANT PROFESSOR	ASSOCIATE PROFESSOR	PROFESSOR
1A	XXXXXX				
1B	XXXXXX				
2A	XXXXXX				
2B	XXXXXX				
3A	XXXXXX	XXXXXX			
3B	XXXXXX	XXXXXX			
4A		XXXXXX			
4B		XXXXXX			
5A		XXXXXX			
5B		XXXXXX			
6A		XXXXXX	XXXXXX		
6B		XXXXXX	XXXXXX		
7A		XXXXXX	XXXXXX		
7B		XXXXXX	XXXXXX		
8A		XXXXXX	XXXXXX		
8B		XXXXXX	XXXXXX		
9A		XXXXXX	XXXXXX	XXXXXX	
9B		XXXXXX	XXXXXX	XXXXXX	
10A		XXXXXX	XXXXXX	XXXXXX	
10B		XXXXXX	XXXXXX	XXXXXX	
11A		XXXXXX	XXXXXX	XXXXXX	
11B		XXXXXX	XXXXXX	XXXXXX	
12A		XXXXXX	XXXXXX	XXXXXX	XXXXXX
12B		XXXXXX	XXXXXX	XXXXXX	XXXXXX
13A		XXXXXX	XXXXXX	XXXXXX	XXXXXX
13B		XXXXXX	XXXXXX	XXXXXX	XXXXXX
14A		XXXXXX	XXXXXX	XXXXXX	XXXXXX
14B		XXXXXX	XXXXXX	XXXXXX	XXXXXX
15A		XXXXXX	XXXXXX	XXXXXX	XXXXXX
15B		XXXXXX	XXXXXX	XXXXXX	XXXXXX
16A			XXXXXX	XXXXXX	XXXXXX
16B			XXXXXX	XXXXXX	XXXXXX
17A			XXXXXX	XXXXXX	XXXXXX
17B			XXXXXX	XXXXXX	XXXXXX
18A			XXXXXX	XXXXXX	XXXXXX
18B			XXXXXX	XXXXXX	XXXXXX
19A			XXXXXX	XXXXXX	XXXXXX
19B			XXXXXX	XXXXXX	XXXXXX
20A				XXXXXX	XXXXXX
20B				XXXXXX	XXXXXX
21A				XXXXXX	XXXXXX
21B				XXXXXX	XXXXXX
22A				XXXXXX	XXXXXX
22B				XXXXXX	XXXXXX
23A					XXXXXX
23B					XXXXXX
24A					XXXXXX
24B					XXXXXX

See loose Sheet for actual

NOTE: The salaries above reflect "Computed Salary" which includes the "Base Salary" plus the College contribution on behalf of the employee to SURS and which will be reported to SURS for determining retirement benefits The "Base Salary" which is 92% of the "Computed Salary" will be reported to IRS on the W-2 form as taxable income.

APPENDIX C

BLACK HAWK COLLEGE
INSTRUCTIONAL SERVICES STAFF COMPENSATION SCHEDULE FOR 1986-87

LEVEL OR STEP	ASSISTANT INSTRUCTOR	INSTRUCTOR	ASSISTANT PROFESSOR	ASSOCIATE PROFESSOR	PROFESSOR
1A	15,692				
1B	15,947				
2A	16,206				
2B	16,469				
3A	16,737	17,285			
3B	17,009	17,566			
4A		17,851			
4B		18,141			
5A		18,436			
5B		18,736			
6A		19,040	19,663		
6B		19,349	19,983		
7A		19,663	20,308		
7B		19,983	20,638		
8A		20,308	20,973		
8B		20,638	21,314		
9A		20,973	21,660	22,370	
9B		21,314	22,012	22,734	
10A		21,660	22,370	23,103	
10B		22,012	22,734	23,478	
11A		22,370	23,103	23,860	
11B		22,734	23,478	24,248	
12A		23,103	23,860	24,642	25,449
12B		23,478	24,248	25,042	25,863
13A		23,860	24,642	25,449	26,283
13B		24,248	25,042	25,863	26,710
14A		24,642	25,449	26,283	27,144
14B		25,042	25,863	26,710	27,585
15A		25,449	26,283	27,144	28,033
15B		25,863	26,710	27,585	28,489
16A		26,283	27,144	28,033	28,952
16B			27,585	28,489	29,422
17A			28,033	28,952	29,900
17B			28,489	29,422	30,386
18A			28,952	29,900	30,880
18B			29,422	30,386	31,382
19A			29,900	30,880	31,892
19B			30,386	31,382	32,410
20A			30,880	31,892	32,937
20B				32,410	33,472
21A				32,937	34,016
21B				33,472	34,569
22A				34,016	35,131
22B				34,569	35,702
23A				35,131	36,282
23B					36,872
24A					37,471
24B					38,080
25A					38,699

AGREEMENT

Between

BOARD OF TRUSTEES OF BLACK HAWK
COLLEGE, COMMUNITY COLLEGE DISTRICT NO. 503

And

BLACK HAWK COLLEGE TEACHERS' UNION

1987-90

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AGREEMENT

This AGREEMENT is entered into this 17th day of September, 1987, by and between the BOARD OF TRUSTEES OF BLACK HAWK COLLEGE, COMMUNITY COLLEGE DISTRICT NO. 503 (hereinafter referred to as the "Board") and the BLACK HAWK COLLEGE TEACHERS' UNION LOCAL 1836, an affiliate of the IFT (hereinafter referred to as the "Union"), and only applies to said parties.

WITNESSETH:

WHEREAS, the Board has recognized the Union as the exclusive bargaining representative for faculty included in the appropriate bargaining unit set forth in Article I of this Agreement;

WHEREAS, the Board and the Union have voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting relations between the Board and the faculty members included in the appropriate bargaining unit insofar as such practices and procedures are appropriate to the obligations of the Board to retain the right effectively to operate Black Hawk College and are consonant with the paramount interests of the public and the students of Black Hawk College;

WHEREAS, it is the intention of the parties to this Agreement to provide, where not otherwise mandated by law, for the salaries, fringe benefits and terms and conditions of employment of the faculty members covered by this Agreement, to prevent interruptions of work and interference with the efficient operation of Black Hawk College, and to provide an orderly and prompt method of handling and processing grievances;

NOW, THEREFORE, the parties agree with each other as follows:

ARTICLE I

DEFINITIONS

This Agreement shall incorporate the definitions enumerated below:

Board -- The terms "Board" or "Board of Trustees" shall mean the Board of Trustees of Public Community College District No. 503, Rock Island, et al., Counties, State of Illinois, operating as Black Hawk College, as established pursuant to Illinois Revised Statutes, chapter 122, and its authorized representatives.

College -- The term "College" shall mean Black Hawk College and its authorized representatives.

Faculty -- The terms "faculty," "faculty member," or "full-time faculty member" shall mean full-time professional instructional employees as well as full-time professional employees holding the positions of those eligible to vote in the representation election conducted on February 29, 1984, including full-time teaching employees, counselors, librarians, the Coordinator of Apprentice Program and the Coordinator of Respiratory Therapy Programs, as well as any full-time employees subsequently appointed to these positions.

Bargaining Unit -- The term "bargaining unit" shall mean the group of professional employees consisting of the "faculty" as defined in this Article.

Union -- The term "Union" refers to the Black Hawk College Teachers' Union Local 1836, IFT, and its authorized representatives.

Labor Board -- This term refers to the Illinois Educational Labor Relations Board (IELRB)

ARTICLE II

RECOGNITION AND REPRESENTATION

Section 2.1. Recognition. The Board recognizes the Union as the sole and exclusive bargaining representative for the full-time "faculty" as defined in Article I. Excluded from the bargaining unit are all others, including but not limited to part-time faculty (i.e., non full-time faculty), short-term employees (i.e., those employed for less than a full semester), clerical, technical and support staff employees, any managerial employees, or employees having the authority to hire, transfer, assign, promote, discharge, discipline, evaluate, or process grievances of other employees or having the responsibility to make effective recommendations thereon (hereinafter "supervisory employees"), and confidential employees.

Section 2.2. Meeting with Other Faculty Organizations. This Agreement shall not be construed to prevent the Board or any administrator from meeting with any employee or employee organization representing full-time faculty members for the purpose of hearing the views and proposals of such employee or such employee organization, provided that as to those matters covered by this Agreement no change or modification shall be made except after negotiations with the Union.

Section 2.3. Duty of Fair Representation. The Union agrees to fulfill its duty to fairly represent all employees in the bargaining unit regardless of Union membership. The Union further agrees to indemnify and hold harmless the Board from any and all liability, including monetary damages, resulting from any failure on the part of the Union to fulfill its duty of fair representation.

ARTICLE III

STATUS OF THE AGREEMENT

Section 3.1. Ratification and Amendment. This Agreement shall become effective when ratified by the Board and Union and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

Section 3.2. Precedence of Agreement. If there is any conflict between the written terms of this Agreement and the terms of any individual contract of employment or any written Board policies, rules and regulations which may be in effect from time to time, the written terms of this Agreement shall be controlling.

Section 3.3. External Law. If there is any conflict between the provisions of this Agreement and any legal obligations or affirmative action requirements imposed on the Board by federal or state law, such legal obligations or affirmative action requirements thus imposed shall be controlling.

ARTICLE IV

BOARD RIGHTS

It is understood and agreed that the Board possesses the right and authority to operate and direct the employees of the College in all respects, including, but not limited to, all rights and authority exercised by the District prior to the execution of this Agreement, except as specifically limited in this Agreement. The authority and powers of the Board as prescribed by the Statutes and Constitution of the State of Illinois and the United States shall continue unaffected by this Agreement except as expressly limited by the express provisions of this Agreement. These rights include, but are not limited to, the following:

1. To maintain executive management and administrative control of the District and its properties and facilities and the activities of its employees as related to the conduct of District affairs;

2. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to current Board policy or as the same may from time to time be amended;

3. To establish, modify or eliminate programs, curriculums and/or courses of instruction, including special programs, and athletic, recreational and special events for students, and to determine whether to provide or purchase goods and services, all as deemed necessary or advisable by the Board;

4. To hire all employees and, subject to provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, and to evaluate, promote and transfer all such employees;

5. To determine student assignments, academic calendar, class schedules, class size, non-classroom assignments, the hours and places of instruction, policies on student examinations, and the duties, responsibilities, and assignment of those in the bargaining unit.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Board unless and until the Board has agreed thereto in writing.

Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and authority under the Illinois Public Community College Act or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE V

UNION-BOARD RELATIONS

Section 5.1. No-Discrimination (Union). Membership in the Union or in any other employee organization or association affiliated or not affiliated with the College shall not be a condition of employment for any faculty member. The Board shall not discriminate in hiring, tenure, promotion, or continuity of employment or otherwise because of any employee's membership or lawful organization activities in the Union or in any other employee organization or his/her refusal to join any such organization or to participate in any such activities.

Section 5.2. No-Discrimination (EEO). In accordance with applicable federal and state law, neither the Board nor the Union shall discriminate on the basis of a faculty member's race, creed, color, sex, national origin, religion, age, or handicap unrelated to ability to perform the particular work involved. Any disagreement concerning the interpretation and application of this Section shall be resolved through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

Section 5.3. Dues Checkoff. Upon receipt by the College's Chief Financial Officer or his designee from a full-time faculty member covered by this Agreement of a lawfully written authorization form, which may be revoked in writing at any time, the Board agrees to deduct the regular monthly Union dues and/or COPE contributions of such full-time faculty member from his pay and remit such deduction by the fifteenth (15th) day of the succeeding month to the Treasurer of the Union. If a faculty member has no earnings due for a given pay period, the Union shall be responsible for collecting such faculty member's dues and/or COPE contributions for that period. The Union will notify the College's Chief Financial Officer or his designee of the exact uniform amount of the regular monthly membership dues and/or COPE contributions to be deducted.

The Union agrees to indemnify and hold the Board harmless against any and all claims, suits, orders, or judgments for monetary damages brought or issued against the Board as a result of any action taken or not taken by the Board under the provisions of this Section.

Section 5.4. College Services and Facilities. In accordance with applicable Board policy, the Union shall have the right (1) to use College office services (duplicating and printing), provided the Union agrees to pay the standard rates for the services and supplies used, and (2) to the same access as other College organizations have to use College facilities for meetings. Use of such services and facilities shall be coordinated, scheduled and prioritized by the appropriate administrative officers.

Section 5.5. Information to the Union. Within a period of not more than ten (10) days following a written request by the Union President and/or his/her designee, the Board shall provide the Union with access to public, non-confidential, information which relates directly to the Union's function as the exclusive bargaining representative for the full-time faculty, and which is not otherwise exempt from disclosure under the Illinois Freedom of Information Act or other applicable state or federal law, rule or regulation. Nothing herein shall require the Board to prepare, collate, or copy any information or reports; however, if extra copies of requested materials are readily available, they shall be provided to the Union without charge.

Section 5.6. Union/Administration Meetings. Upon the reasonable request of either party, the chief executive officers or their designees of the College and the Union shall meet to discuss matters of mutual concern that do not involve negotiations. When representatives of the Union meet with members of the Administration to discuss matters of mutual concern, Union representatives (not to exceed five) shall suffer no loss in pay. However, meetings shall be scheduled in such a manner as to minimize the loss of scheduled class time, student appointments or counselors office duty. Such meeting time shall be held during the normal working day.

Section 5.7. College Calendar. The regular academic year (fall and spring semesters) shall not exceed one hundred seventy-six (176) working days, not including holidays, break periods, and days classes are cancelled due to inclement weather or other causes. There shall not be more than one hundred fifty-six (156) classroom instructional days for the regular academic year (fall and spring semesters). For CE/CS faculty, there shall not be more than one hundred sixty-six (166) classroom instructional days for the regular academic year (fall and spring semester). For faculty employed on twelve-month contracts, the number of working days shall not exceed two hundred forty-one (241) and the number of classroom instructional days shall not exceed two hundred twenty-one (221). Prior to the adoption by the Board of the College calendar, the Chancellor or the Chancellor's designee will meet with the Union President or the Union President's designee to discuss same.

Section 5.8. Notice of Board Meetings. The President of the Union or his designee shall be given written notice of all regular and special meetings of the Board, together with a copy of the agenda and Board reports. These shall be provided no later than twenty-four (24) hours prior to each Board meeting.

Section 5.9. Mailboxes. The Union President or other member of the bargaining unit shall have the right to place noninflammatory notices and materials relating to legitimate Union activities in the mailboxes of faculty members covered by this Agreement. The Union shall have the right to reasonable use of the campus mail distribution system. The Union shall not use the campus mail distribution system for notices or materials that are either inflammatory or partisan-political in nature.

Section 5.10. Personnel Files. Upon written request, a faculty member shall be given one (1) copy of his own personnel file without charge each fiscal year.

Section 5.11. Fair Share. All employees covered by this Agreement who are not members of the UNION, commencing on July 1, 1988, or upon their initial employment, and continuing during the term of this Agreement, and so long as they remain non-members of the UNION, shall pay to the UNION each month starting with the first full month of employment, their fair share of the costs of the services rendered by the UNION that are chargeable to non-members under state and federal law.

The UNION shall certify to the BOARD a fair share amount not to exceed the dues uniformly required of members in conformity with federal and state law and Illinois Educational Labor Relations Board rule (IELRB).

Such fair share payment by non-members shall be deducted by the BOARD from the earnings of the non-member employees and such deductions shall be remitted by the 15th day of the succeeding month to the Treasurer of the UNION, unless required to remit a fee to the IELRB for escrow. If a faculty member has no earnings due for a given pay period, the UNION shall be responsible for collecting such faculty member's fair share amount.

The Board shall cooperate with the UNION to ascertain the names of all employee non-members of the UNION from whose earnings the fair share payments shall be deducted and their work locations and shall provide the UNION space to post a notice concerning fair share.

The UNION shall comply with the rules of the Labor Board concerning notice, objections, and related matters contained in its fair share rules.

The BOARD shall comply with any rules of the Illinois Educational Labor Relations Board (IELRB) regarding Fair Share applicable to the employer.

Upon adoption of any UNION internal appeal procedure, the UNION shall supply the BOARD with a copy. In addition, the UNION shall advise the BOARD of subsequent changes therein.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the UNION with respect to fair share payors as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

The UNION shall indemnify and hold harmless the BOARD, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of, or by reason of action taken by the BOARD for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished by the UNION under any such provisions. The UNION shall not be responsible for the attorney's fees of any attorney for the employer other than an attorney employed and supervised or directed by the UNION.

If, during the term of this Agreement, the Labor Board (IELRB) or a court of competent jurisdiction rules any part of this Section void or not enforceable, the UNION and the BOARD agree to convene negotiations on this matter immediately for the sole purpose of bringing this Section into compliance with the Standards or rulings of said Labor Board (IELRB) or court.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 6.1. Definition. A grievance shall mean a complaint by a faculty member that there has been as to him a violation or misinterpretation or misapplication of the specific terms of this Agreement.

Section 6.2. Informal Resolution. The parties are encouraged to resolve through informal discussions any grievances as defined herein. When specifically requested by the faculty member, a Union representative may accompany the faculty member to assist in the informal resolution of the grievance. Such informal discussions are not to be construed as a part of the grievance procedure.

Section 6.3. Procedure. If such informal discussions do not lead to a satisfactory resolution of a grievance as defined herein, the grievance shall be processed according to the following procedure. The term "days" as used in the following procedure refers to days the College administrative offices are open, unless otherwise indicated.

First Step

(1) If the faculty member is unable to resolve a grievance informally, a written statement of the grievance shall be prepared, signed and delivered to the faculty member's Division Director or other immediate supervisor who is not a member of the bargaining unit within fifteen (15) calendar days after the first event giving rise to the grievance. The faculty member shall simultaneously deliver a copy of the written grievance to the Union President. The written grievance shall specify the section or sections of this Agreement that are allegedly violated, misinterpreted, or misapplied, the full facts on which the grievance is based and the specific relief requested.

(2) Within five (5) days after the written grievance is submitted, a meeting shall be held with the grievant's immediate supervisor who is not a member of the bargaining unit or his designee to resolve the grievance at a time mutually agreed to by all the parties concerned, including a Union representative if the faculty member specifically so requests.

(3) The Division Director or other immediate supervisor or his designee will answer the grievance in writing within five (5) days after such meeting.

Second Step

(1) If the faculty member is not satisfied with the First Step decision, the grievance may be referred to the appropriate Dean (East Campus President for East Campus faculty) within five (5) days after the First Step answer is provided.

(2) Within five (5) days thereafter, a meeting shall be held between the faculty member, a Union representative if requested by the faculty member, the Dean (East Campus President for East Campus faculty) or his designee, and other appropriate administrative personnel.

(3) The Dean (East Campus President for East Campus faculty) or his designee shall deliver an answer to the grievant within five (5) days after such meeting.

Third Step

(1) If the faculty member is not satisfied with the Second Step decision, the grievance shall be referred to the Quad-Cities Campus President and the College Chancellor (College Chancellor only for East Campus faculty) within five (5) days after the Second Step answer is provided.

(2) Within five (5) days thereafter, a meeting shall be held between the faculty member, a Union representative if requested by the faculty member, the President or his designee, the Chancellor or his designee, and other appropriate administrative personnel.

(3) The Chancellor or his designee shall deliver an answer to the grievant within ten (10) days after such meeting.

Fourth Step

(1) If the Union is not satisfied with the decision at the Third Step, the Union may refer the grievance to arbitration within fourteen (14) calendar days after the decision is provided at the Third Step, by written notice to the College Chancellor.

(2) The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon an arbitrator within said seven (7) day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Union and the Board shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two names; the other party shall then strike two names. The person remaining shall be the arbitrator.

(3) The arbitrator shall be notified of his selection and shall be requested to set a time and place for the

hearing, subject to the availability of Union and Board representatives.

(4) The arbitrator shall submit his recommendation in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

(5) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

(6) The fees and expenses of the arbitrator and the cost of a written transcript for the arbitrator shall be divided equally between the Board and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript.

Section 6.4. Limitation on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement based on the specific issue submitted to the arbitrator by the parties in writing. If no joint written stipulation of the issue is agreed to by the Board and Union, the arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the First Step (Second Step in the case of a Union Grievance or Group Grievance). The arbitrator shall have no authority to make a recommendation on any issue not so submitted or raised. The arbitrator shall be without power to make recommendations contrary to or inconsistent with in any way applicable laws or rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Board under law and applicable court decisions. The decision of the arbitrator, if made in accordance with the jurisdiction and authority granted to the arbitrator pursuant to this Agreement, will be accepted as final by the Board, the Union, and the faculty member, and all parties will abide by it.

Section 6.5. Union Grievances. If a grievance alleges a violation, misinterpretation, or misapplication of the specific terms of this Agreement that relate directly to Union rights (e.g., dues checkoff, mail boxes, and information to the Union), or, if a grievance arises out of the same facts and alleges the same violation, misinterpretation, or misapplication of the specific terms of this Agreement as to a class of three (3) or more faculty members, the Union, acting through the Union President, shall have the right to submit a grievance at the Second Step of the grievance procedure. Any such grievance shall be submitted within fifteen (15) calendar days after the first event giving rise to the grievance.

Section 6.6. Group Grievances. If a grievance involving two or more faculty members arises out of the same facts and alleges a violation, misinterpretation, or misapplication of the same specific terms of this Agreement, it may be submitted as a group grievance in accordance with the procedure set forth in Section 6.3 above, provided that any such grievance shall be submitted in writing at the Second Step and shall be signed by any faculty members who want their grievance heard as a group grievance. The resolution of a group grievance shall be limited to those faculty members who are identified by name in the grievance.

Section 6.7. Time Limits. No grievance shall be entertained or processed unless it is submitted within fifteen (15) calendar days after the first event giving rise to the grievance. If a grievance is not presented within this time limit, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or an agreed extension thereof, it shall be considered settled on the basis of the Board's last answer. Failure at any step of this procedure to hold a meeting or communicate a decision on a grievance within the specified time limits shall permit the aggrieved party to treat the grievance as denied and to proceed immediately to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 6.8. No Reprisals. No reprisals of any kind shall be taken by the Board or the Union against a faculty member because of his participation in this grievance procedure. The Union shall not participate in reprisals of any kind against administrators or supervisors for any testimony or decisions given because of their participation in this grievance procedure.

ARTICLE VII

GENERAL PROVISIONS

Section 7.1. Gender. Unless the context in which they are used clearly requires otherwise, words used in this contract denoting gender shall refer to both the masculine and feminine.

Section 7.2. Tuition Waiver. The Board shall waive the cost of tuition for faculty members, spouses, and their dependents under the age of twenty-three (23) taking courses at Black Hawk College.

Section 7.3. Travel Expenses. Faculty members shall be reimbursed at the prevailing rate paid by the College for travel on College business in their personal automobile if such travel has been approved in advance by the appropriate Division Director and Dean or as appropriate at the East Campus.

Section 7.4. Tuition Reimbursement. Faculty members may receive reimbursement for study taken during the academic year and summer sessions within budget limitations. Payment will be made upon satisfactory completion of the course work taken, provided that the study is appropriate to the assignment of the faculty member and has had prior written approval from the appropriate Dean or as appropriate at the East Campus. Reimbursement shall be limited to tuition. For the 1987-1988 and the 1988-89 years, tuition reimbursement may be paid up to a maximum of $1,200 for courses completed in a given semester or summer session, and a maximum of $1,500 for courses completed in a given year. For the 1989-1990 year, tuition reimbursement may be paid up to a maximum of $1,700 for courses completed in the year. Requests for reimbursement must be submitted within sixty (60) days of the end date of the course taken.

ARTICLE VIII

CONDITIONS OF EMPLOYMENT

Section 8.1. Academic Freedom. Within the scope of their duties and responsibilities, the Board, the Union, and the faculty members covered by this Agreement recognize their responsibility to protect and encourage the search for knowledge and its dissemination. Faculty members have both the freedom and obligation to adequately investigate and to present to their students, based upon their professional judgment, available information and matters related to the subject being taught and to the education and training of their students must be consistent with the purpose and objectives of the course as adopted by the College and approved by the Illinois Community College Board. Faculty members shall at all times try to be accurate, show respect for the opinion of others, present all facets of controversial issues in an unbiased manner, identify their own personal persuasion on controversial issues, and make every effort, where appropriate, to indicate that they are not institutional spokespersons.

Within the broad framework of academic freedom affirmed above, the faculty shall continue to have the individual right and responsibility to determine course content, teaching methods, and textbooks subject to applicable College policies and procedures.

Section 8.2. Faculty Evaluation. The performance of non-tenured faculty members shall formally be evaluated at least annually by the College administration.

Section 8.3. Distribution of Overload and Summer School Courses. Overload and summer session courses (up to two at a time) shall be distributed as equitably as practicable on the basis of seniority by rotation within a division among faculty members at each Campus who are determined to be qualified to teach the course in question. Faculty members who turn down overload or summer assignments shall be credited with such assignments for the purposes of this Section. If a faculty member demonstrates that he has not received his share of overload or summer assignments for which he is qualified to teach, he shall be given preference for future overload or summer assignments until the imbalance is corrected. Full-time faculty within a division shall be given preference for overload and summer school assignments over full-time faculty in other divisions and part time. Division Directors may establish deadlines by which faculty members must submit requests for overload or summer assignments.

Section 8.4. Tenure. Full-time faculty members shall be eligible for tenure in accordance with the applicable provisions of the Illinois Community College Tenure Act. Neither this Section nor any matter relating to tenure shall be subject to the grievance and arbitration procedure set forth in this Agreement.

Section 8.5. Office Hours. Each faculty member shall keep five (5) scheduled office hours each week (or more as the faculty member deems appropriate), including finals week. These five (5) office hours shall be scheduled on at least three (3) days of each week College classes are in session except for East Campus faculty teaching eight-week courses. CE/CS faculty members shall keep three (3) scheduled office hours each week, including finals week.

Section 8.6. Notice of Resignation. If a faculty member is contemplating resignation, it should be discussed with his immediate supervisor who is not a member of the bargaining unit at the earliest possible time. The resignation of a faculty member shall be submitted in writing to the President of the Campus to which that faculty member is assigned. Normally a resignation need not be accepted after June 15, except in extreme cases, and then subject to the availability of a replacement satisfactory to the President of the Campus to which the faculty member is assigned.

Section 8.7. Vacations - 12 Month Faculty. Faculty members under twelve (12) month contracts shall be entitled to twenty (20) paid vacation days per year. Vacation time shall be accumulated at the rate of one and two-thirds (1.667) days per month.

Vacation days may be accumulated to a maximum not to exceed forty (40) days. Any accrued vacation days in excess of forty (40) effective July 1, 1986, will be forfeited. Faculty under twelve (12) month contracts whose positions are funded by grants will not be allowed to accumulate vacation days beyond the end of a fiscal year. Upon separation of employment from the College, the faculty member shall take the accumulated days of vacation or shall be paid for the number of accumulated days at one hundred percent (100%) pro rata portion of his base pay, up to and including forty (40) days.

Vacation schedules shall be determined and approved in advance by appropriate administrators and organized so that some personnel will always be on duty.

Section 8.8. Correctional Center Faculty. Notwithstanding anything in Section 3.2 (Precedence of Agreement) or elsewhere in this Agreement, all terms of this Agreement and any and all terms and conditions of employment for faculty assigned to the Correctional Center shall be subject to and controlled by the Contractors Handbook issued by the Illinois Department of Corrections (DOC) and any and all written or oral conditions, instructions or directives issued by the DOC and its representatives and agents (including the DOC School District #428 or its successor and the Warden of the Correctional Center) which affect or relate to the compensation or terms and conditions of employment for faculty assigned to the Correctional Center. In the event such written or oral conditions, instructions or directives or the Contractors Handbook permit, but do not require, more favorable terms and conditions of employment than are provided for in this Agreement, the terms of this Agreement shall apply. Any such written or oral conditions, instructions or directives, and the Contractors Handbook, as well as the interpretation of same by the DOC and its various representatives and agents, shall not be subject to the grievance and arbitration procedures of this Agreement.

ARTICLE IX

LEAVES

Section 9.1. Sick Leave. Nine-month faculty with fewer than three years of full-time service shall accumulate sick leave at the rate of ten (10) days per year. Nine-month faculty with three to fifteen years of full-time service shall accumulate sick leave at the rate of twelve (12) days per year. Nine-month faculty with fifteen or more years of full-time service shall accumulate sick leave at the rate of fifteen (15) days per year.

Twelve-month faculty with less than three years of full-time service shall accumulate sick leave at the rate of twelve (12) days per year. Twelve-month faculty with three to fifteen years of full-time service shall accumulate sick leave at a rate of fifteen (15) days per year. Twelve-month faculty with fifteen or more years of service shall accumulate sick leave at a rate of nineteen (19) days per year.

A sick leave bonus plan for full-time faculty with less than three years of full-time service allows for an additional two (2) days of sick leave per year for nine-month faculty and three (3) days per year for twelve-month faculty who use no sick leave days during a fiscal year.

Sick leave shall be accumulated without limit for both nine and twelve-month faculty, and unused sick leave shall be applied toward service credit for retirement under the State Universities Retirement System (SURS).

A faculty member shall notify his/her immediate supervisor who is not a member of the bargaining unit as soon as possible when it is necessary to use accumulated sick leave days. Sick leave may be used only where absence from work is necessary due to the personal illness or disability of the facult member or permanent resident of the faculty member's household.

The Board reserves the right to require a certification from a physician or other licensed health care professional for the use of sick leave. The Board reserves the right to require periodic physical examinations during the period of an employee's absence due to sickness or disability. Examinations administered by a physician selected by the Board shall be at the Board's expense.

Section 9.2. Judicial Leave. Faculty members subpoenaed as witnesses or summoned to jury duty shall receive time off with pay, provided that proper notice is given to his immediate supervisor who is not a member of the bargaining unit. A faculty member shall notify his immediate supervisor who is not a member of the bargaining unit as soon as possible after being subpoenaed or summoned. The faculty member will receive the difference between the daily rate of pay received for jury or court duty and his/her regular rate of pay, provided the faculty member's daily rate of pay is more than received from court duty. Any expenses (mileage, meals, etc.) paid by the court to the faculty member shall be retained by the faculty member. Should the jury not meet, or when a jury session or witness appearance is finished early, the faculty member is expected to report back to work.

Section 9.3. Bereavement Leave. In the event of the death of a member of the faculty member's immediate family, the faculty member shall be entitled to a leave of absence of up to a maximum of five (5) consecutive calendar days with pay (excluding weekends and holidays) for the purpose of attending the funeral and for making funeral arrangements. The term "immediate family" shall mean the faculty member's husband, wife, child, father, mother, father-in-law, mother-in-law, brother, sister or relative living in the immediate household.

A faculty member shall be entitled to a leave of absence not to exceed one (1) day with pay to attend the funeral services of other relatives or permanent resident of the faculty member's household. A maximum of two (2) days may be allowed if travel is involved for an out-of-town funeral for such other relatives.

Additional time off in connection with funerals that would exceed the limitations indicated above may be excused without pay or applied against annual vacation, if eligible. This additional time must be approved by the appropriate Division Director and Dean or as appropriate at East Campus.

Section 9.4. Professional Development Leave. Professional Development Leave may be granted at the sole discretion of the Board to eligible faculty members. To be eligible to apply for a professional development leave, a faculty member must have completed a minimum of six (6) continuous years of full-time academic service with the College.

To be considered for a Professional Development Leave, eligible faculty members must submit a detailed written plan to the Campus President prior to December 1 of the academic year preceding the academic year in which the faculty member desires the leave to begin. A Professional Development Leave may also be initiated by the Campus President at any time. A professional development leave may be granted for one or more of the following purposes: formal study in a major or cognate field at an accredited institution, professional research, or inquiry at an accredited institution which will advance the faculty member's knowledge of his field and/or improve his professional skills. A faculty member may also submit a written plan for a Professional Development Leave for other purposes which are beneficial and in the best interest of the College as determined by the Board upon the recommendation of the Campus President and Chancellor. A request for a Professional Development Leave initiated by an individual faculty member shall be reviewed by a committee appointed by the Campus President or Chancellor which committee shall include faculty representatives. The committee shall be constituted as defined in the current Faculty Handbooks.

Any faculty member who has applied for and been denied a Professional Development Leave by the Chancellor may request a hearing before an Appeals Committee. The Appeals Committee shall be composed of the Campus President, the appropriate Dean or as appropriate at the East Campus, and one faculty member serving on the Professional Development Leave Committee. The Appeals Committee shall inform the faculty member in writing of the reasons for the refusal. The faculty member will then have the option of making an oral and/or written presentation to the Appeals Committee within three (3) weeks. After this presentation, if any, the recommendation of the Appeals Committee will be forwarded to the Chancellor for final resolution. The Chancellor shall inform the affected faculty member of his final decision within fifteen (15) calendar days.

If a faculty member is granted a Professional Development Leave for two semesters (one academic year), the faculty member shall be paid one-half of his base salary. If a faculty member is granted a Professional Development Leave for one semester or less, the faculty member shall be paid his full base salary for the period of the leave. Faculty members on Professional Development Leave shall not be subject to any prohibitions on their income not applicable to faculty members not on Professional Development Leave.

The period of a Professional Development Leave will not be considered a break in service and it will count toward a faculty member's vertical movement on the salary schedule. When a faculty member is on a Professional Development Leave, the faculty member will continue to receive the same group hospitalization and life insurance benefits and other fringe benefits that are provided by the Board for faculty members generally. At the end of a

Professional Development Leave, the faculty member shall return to employment at the College in the position he left, if available, or to another full-time faculty position for which he is qualified and has the necessary seniority as required by the Illinois Community College Tenure Act.

Professional Development Leave is conditional upon compliance with the terms and conditions on which it was granted, modifications of which may not be made without Board approval. Upon completion of a Professional Development Leave, the faculty member shall present a full written report to the Campus President demonstrating compliance with the terms and conditions upon which the leave was granted.

A faculty member is expected to remain an employee of the College for two (2) years following completion of the leave. If the faculty member fails to remain an employee for one (1) year after the expiration of a Professional Development Leave, he shall reimburse the College for the entire compensation received while on such leave, and if a faculty member leaves the College employment during the second year following the expiration of a Professional Development Leave, he shall reimburse the College for twenty-five percent (25%) of the compensation received while on said leave.

Section 9.5. Military Leave. Faculty members who serve in reserve units or in the National Guard are required, to the extent possible, to schedule service periods outside the regular academic year so as not to interfere with their work for the College. If a faculty member is mandated during the regular academic year to serve in the National Guard or a reserve unit, he/she has the option of continuing on regular salary or collecting military pay, but not both. If the choice is to receive regular College salary, the military pay must be turned over to the College. This same provision regarding salary shall apply to faculty mandated to serve in the National Guard or military reserve during a summer school teaching assignment and to faculty employed on twelve-month contracts.

A faculty member will be granted a leave of absence without pay if he/she is drafted or otherwise called to active duty in the military service of the United States. The faculty member will be reemployed at the end of military service, provided that an opening exists for which the faculty member is qualified (or, in the case of a tenured faculty member, if there is a position for which he/she is qualified that is held by a less senior faculty member). Time spent on military leave shall be counted toward service credit for seniority and professional development leave, will not constitute a break in service or affect a vertical movement on the salary schedule, and it shall not count toward completion of eligibility requirements for tenure.

Section 9.6. Maternity Leave. Sick leave will be granted for purposes of child bearing on the same terms and conditions as any other illness or disability.

Section 9.7. Personal Leave Days. Each faculty member shall be permitted without loss of salary two (2) days each year to transact personal business which cannot be handled during non-working time, including personal matters of an emergency nature that cannot be handled during non-working time. Any unused personal days for the immediately preceding academic or fiscal year shall be accumulated up to a maximum of three (3) days for use as personal leave days in succeeding years.

Written application for such leave shall be made to the faculty member's immediate supervisor who is not a member of the bargaining unit at least three (3) academic work days prior to the desired day of such leave, provided that in an emergency an application may be made at a later time. Personal leave for a proper purpose shall not be denied arbitrarily.

Personal leave may not be taken on commencement day, or immediately preceding or following a vacation period (which shall include mid-week holidays or weekends annexed to holidays), or the first five (5) working days of each semester, unless the faculty member receives permission from the faculty member's immediate supervisor who is not a member of the bargaining unit due to the existence of extraordinary or emergency circumstances.

Section 9.8. Personal Leave of Absence. A personal leave of absence without pay for a period not to exceed one (1) year may be granted to a faculty member for reasons which are deemed acceptable by the appropriate Dean or as appropriate at East Campus and Campus President. Such leaves may be granted for travel, professional study, parenting or other personal reasons. Such leaves are subject to approval by the Board of Trustees.

Time spent on a personal leave of absence will not constitute a break in service but is not included in calculation for tenure eligibility, seniority, promotion, vertical movement on the salary schedule, vacation, sick leave and professional development leave.

Faculty members may arrange for continuation of their group health and life insurance prior to departure by paying the full cost of this coverage.

ARTICLE X

SENIORITY AND REDUCTIONS IN FORCE

Section 10.1. Definition of Seniority. The seniority of faculty members shall be based on the last date of beginning continuous full-time employment by the Board. Conflicts of seniority among faculty members with the same seniority date shall be resolved on the basis of the earliest date the initial contract of employment was approved by the Board of Trustees and, if a tie still exists, on the earliest date upon which the Application for Employment form for the specific opening for which the faculty member was hired was received by the College. If conflicts of seniority cannot be resolved by the procedures outlined above, the conflict shall be resolved by drawing lots. Seniority does not accumulate during a faculty member's Personal Leave of Absence (Section 9.8) or while a faculty member is laid off.

Section 10.2. Seniority Upon Return to the Bargaining Unit. If a faculty member is appointed by the Board to a position outside the bargaining unit and is subsequently returned to a bargaining unit position by the Board, the faculty member shall be credited with the years of service outside of the bargaining unit, in addition to the seniority that was previously accumulated as a faculty member.

Section 10.3. Reduction in Force. The reduction in force of faculty members shall be in accordance with the provisions of Chapter 122, Section 103B-5, Illinois Revised Statutes, and/or applicable Board policies and procedures. Any such reduction in force shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Section 10.4. Dismissal Procedure. The dismissal of a faculty member shall be in accordance with the provisions of Chapter 122, Sections 103B-3, 103B-4, Illinois Revised Statutes. The grievance and arbitration procedure set forth in this Agreement shall not be applicable to any such dismissals.

Section 10.5. Termination of Seniority. Seniority for all purposes shall be terminated if the faculty member:

1. Quits or resigns employment from the College; or

2. Is terminated in accordance with the provisions of applicable law and/or Board policy; or

3. Retires or is retired; or

4. Is a tenured faculty member and:

    a. Is laid off for a period of 24 months from the beginning of the school year for which the faculty member was honorably dismissed; or

    b. Fails to respond to notification of recall within seven (7) calendar days of its receipt or within twelve (12) calendar days of its mailing, whichever is less, provided that a notice of recall is sent by certified or registered mail (return receipt requested) addressed to the most recent address provided by the faculty member. It shall be the responsibility of the faculty members laid off to advise the Director of Personnel in writing of their latest address; or

5. Fails to return from an approved leave of absence or vacation at its expiration, except for good cause shown due to circumstances beyond the control of the faculty member.

ARTICLE XI

FACULTY WORK LOAD

Section 11.1. Quad-Cities Campus. For the 1987-88 year, within each Division, the normal full-time load of each faculty member shall be determined by the Division Director on consultation with the faculty member and approved by the appropriate Dean, subject to the following:

a. CAREER PROGRAM

Business Careers Division

The normal load in the Data Processing Department and Management Marketing Department shall be 30-34 equated credit hours per academic year. The normal load in the Office Careers Department shall be 17-20 contact hours per semester.

Health Career Division

The normal load in the Health Career Division shall be 30-34 equated hours per academic year.

Clinical hours for the Associate Degree Nursing faculty, Licensed Practical Nursing faculty, Nursing Assistant faculty and Respiratory Therapy faculty shall be equated for load purposes on the basis of .75 of an equated credit hour for each clinical hour.

Industrial Related Division

The normal load of a faculty member in the Industrial Related Division shall be eighteen (18) to twenty-two (22) contact hours per semester.

Quad-Cities Training Center (QCTC)

The normal load in the QCTC is 30-34 equated credit hours per academic year.

The equated load formulas for lab and practicum classes are as follows:

1 lab hour = .5 equated credit hour
1 practicum hour = .75 equated credit hour

East Moline Correctional Center (EMCC)

The work load for correctional center faculty shall be 40 clock hours per week, including scheduled office hours.

b. CE AND CS PROGRAM

The work load for community services and continuing education faculty shall be 25 contact hours per week.

c. LIBRARIANS AND COUNSELORS

The work load for librarians and counselors shall be 37 1/2 clock hours per week, including scheduled office hour.

d. UNIVERSITY PARALLEL PROGRAM

Biological Sciences

The normal load shall be 30-32 equated credit hours per academic year. The equated load formulas for Biological Sciences shall be:

1 lecture hour = 1 equated credit hour

1 lab hour = 0.8 equated credit hour

The following formula shall be used in determining equated credit hours for multiple sections:

$$h = c + (E/n - 1)\,1.5$$

h = equated credit hours
c = course credit hours per section
E = total number of students enrolled on tenth day of classes
n = number of students per section
E/n = number of students enrolled on the tenth day of classes divided by the number of students per section, rounded to the lowest whole integer.

Business Transfer

The normal load shall be 30-32 equated credit hours, including labs, per academic year. The equated load formulas for Business Transfer shall be:

1 lecture hour = 1 equated credit hour

1 lab hour = .75 equated credit hour

Music

The normal load shall be 30-34 equated credit hours per academic year.

If enrollment in a section is less than 12 students, pro rata credit toward load is given, unless the section is cancelled or combined with another section to increase enrollment to twelve students or more.

The equated load formulas for Music shall be:

1 course credit hour = 0.8 equated credit hours for Music 101, 107 and 109.

1 course credit hour = 0.6 equated credit hours for Music 103.

1 course credit hour = 1 equated credit hour for Music 115, 207, 251, 253, and 254.

For Music 111 and 211, 1 lecture hour = 1 equated credit hour, and 1 lab hour = 0.6 equated credit hour.

For music lessons the following equated load formulas shall apply:

1 student (private lesson) -- 1 course credit hour = 0.2 equated credit hour.

2-6 students -- 1 course credit hour = 0.6 equated credit hour.

7 or more students -- 1 course credit hour = 0.8 equated credit hour.

Television

The normal load shall be 30-34 equated credit hours per academic year.

The equated load formula for television shall be:

1 course credit hour = 1 equated credit hour for TV 112 and 212

TV 160, TV 220 and TV 221 = 5.4 equated credit hours

TV 200 = zero equated credit hours (no load value)

Engineering and Physical Sciences

The normal load shall be 30-32 equated credit hours per academic year.

The equated load formula for labs are as follows:

1 lab hour = 0.6 equated credit hour for all Geology and Geography courses.

1 lab hour = 0.8 equated credit hour for all Chemistry, Physics, Engineering and Astronomy courses.

The following formula shall be used in determining equated credit hours for multiple sections:

$h = c + (E/n - 1)\ 1.5$

h = equated credit hours
c = course credit hours per section
E = total number of students enrolled on the tenth day of classes
n = number of students per section
E/n = number of students enrolled on the tenth day of classes divided by the number of students per section, rounded to the lowest whole integer.

English, Philosophy, and Foreign Language

The normal load shall be 30-32 equated credit hours.

The following courses shall be equated at 3.5 equated credit hours: English 101, 102, 132, 200, 231, 232, 242, 243 and Communication 100.

The following courses shall be equated at 2.3 equated credit hours: English 091 and Communication 105.

All other English, Philosophy and Foreign Language courses shall be equated on the basis of 1 course credit hour = 1 equated credit hour (based on the assumption of no lab sections in Foreign Language).

Health, Physical Education, and Recreation

The normal load shall be 36-40 contact hours per academic year. One classroom lecture hour equals 1 contact hour.

The following equated load formula shall apply to activity classes:

1 lab = 0.7 equated credit hour for HPE 130 and above

1 section = 0.7 equated credit hour below HPE 130 (varsity sports) (1.4 for Freshman and Sophomore sections combined per semester)

Mathematics and Computer Sciences

The normal load in Mathematics shall be 30-32 equated credit hours per academic year.

The lead instructor in the Math Lab will work at the Math lab desk twenty-five (25) contact hours per week.

The normal load in Computer Sciences shall be nine (9) three (3)-hour courses per academic year.

The equated load formulas for Computer Sciences labs shall be:

1 lab hour = .75 equated credit hour for CS 100 and 101

1 lab hour = .5 equated credit hour for CS 141, 151, 242 and 252

Social Behavioral Studies

The normal load shall be 30 equated credit hours. Internship courses shall be paid on an independent study base.

Creative Arts

The normal load for Art shall be 30-34 equated credit hours.

The equated load formula for Studio courses shall be one studio hour = 0.8 equated credit hour.

The normal load in Communication Arts shall be 30 semester hours.

e. STUDY UNLIMITED

1. A section of a course offered in Study Unlimited that is to be included as a part of a full-time faculty member's full-time class load during the regular academic year exists when the partial roster enrollment of new/additional students in a Study Unlimited section equals the tenth-day enrollment of regular classroom sections of the same course for the latest completed semester. Certain departments require a higher number of enrollees than the tenth-day enrollment of regular classroom sections.

2. A section that is to be paid at overload contract rate exists at any time during the calendar year, including summer session, when the partial roster enrollment of new/additional students in a Study Unlimited section equals eighteen (18) students. Certain departments require a higher number of enrollees than the minimum of eighteen (18) students.

3. For purposes of determining sections for fulltime load equivalency, Study Unlimited sections can be combined. Study Unlimited enrollments in different class sections may also be combined for overload contracts.

4. It is the teacher's responsibility to report accurately and on the Study Unlimited tally sheet to department chairman the names of new/additional student enrollments in Study Unlimited classes. Students should not be added to the tally sheet until their start dates have occurred.

In general, it has also been a procedure in UPP to limit the number of Study Unlimited sections for load to half of regular load unless otherwise authorized by the Director. (Overload contracts are not expected to exceed one per semester, unless approved by the Dean and extenuating circumstances exists.)

Section 11.2. East Campus. For the 1987-88 year, within each Division, the normal full-time load of each faculty member shall be determined by the Division Director in consultation with the faculty member, subject to the following:

1. The normal teaching load for each full-time faculty member shall be sixteen (16) equated semester hours per semester. Each faculty member will be expected to teach at least thirty-two (32) semester hours per year. Up to thirty-three (33) semester hours may be assigned by the Division Director annually. Teaching loads over thirty-three (33) semester hours up to thirty-eight (38) semester hours may be assigned with the faculty member's consent. Teaching loads in excess of thirty-eight (38) semester hours must be approved by the faculty member involved, his immediate supervisor who is not in the bargaining unit, and the appropriate Dean or as appropriate at East Campus.

2. Those faculty members who have taught more than thirty-two (32) equated hours and have taught more than 400 student credit hours during the academic year shall be eligible for overload payment. These calculations shall be based upon mid-term data and payment made after mid-term of the spring semester.

3. A ratio of .75 to 1 shall be used when equating laboratory, studio, or activity hours to lecture hours.

4. Clinical hours for the Associate Degree Nursing faculty and Nursing Assistant Program faculty shall be equated for load purposes on the basis of .75 equated credit hour for each clinical hour taught.

5. Faculty responsible for the placement and supervision of work-experience students in agriculture, agricultural mechanics, and automotive technology programs at the East Campus shall be credited for work load purposes with (1) equated hour for every four (4) students placed and one (1) equated hour for every three (3) students supervised per semester.

6. In cases where courses do not have sufficient enrollment to be offered independently, they may be taught on a concurrent basis at the discretion of the Division Director in consultation with the affected faculty member. Where a maximum of three (3) sections are taught concurrently (i.e., during the same semester), load shall be given equal to the load of the highest load bearing course.

7. Independent study assignments shall be for supervision of student study or research outside the normal curriculum. Such assignments must be approved by the Division Director. Payment is by separate contract at $30.00 per student credit hour, payment to be made after mid-term enrollments are confirmed.

8. Directed study assignments shall be for supervision of tutorial assignments where the student takes an existing course on an individual basis with the supervision of the faculty member. Such assignments must be approved by the Division Director. Payment is by separate contract at $30.00 per student credit hour, payment to be made after mid-term enrollments are confirmed.

9. The workload for librarians and counselors shall be 37-1/2 hours per week, including office hours.

10. An additional .5 equated credit hour will be credited to the faculty member's load who teaches the following

English courses: English 091, 101, 102 (e.g., English 091 = 3.5 equated hours).

Section 11.3. Faculty Load Committee. The Board and the Union agree to form a joint committee to study district faculty work load policies and procedures, and to recommend changes, if any, in faculty work load policies and procedures to be implemented in the Fall 1988 semester.

The committee will consist of six Board representatives and six Union representatives, with alternates for each committee member. Representatives from both the Quad-Cities Campus and East Campus will be included in both the Board and Union sides.

The Board representatives will be appointed by the Chancellor, and the Union representatives will be appointed by the Union President. Appointments to the committee will be completed by September 15, 1987.

The committee will be headed by two co-chairpersons. One chairperson will be chosen by the Chancellor from among the Board representatives, and the other chairperson will be chosen by the Union President from among the Union representatives.

The Chancellor and the Union President have complete discretion in making appointments to the committee and the co-chairpersonships, but will consult with each other in making their selection.

The work of the committee will be among the highest priority endeavors of the college and, to reflect and insure this, the two co-chairpersons will be given sufficient released time during the Fall 1987 semester from their other work duties to insure that they have adequate time and energy available to direct and guide the committee's task to a timely completion. In line with the high priority given the committee's work, all departments, faculty, and staff of the college will be encouraged to cooperate with the committee to the fullest extent possible in supplying information and data, and to assist the committee in its work whenever requested. In particular, the committee will have complete access to all pertinent and relevant data and information available through the college's administrative data-bases.

The committee's work will culminate in a report that will contain complete recommendations as to faculty work load policies and procedures to be instituted at all campuses and instructional sites in the college district in the Fall 1988 semester. The committee's complete report and recommendations will be published by the Union and the Board at the earliest feasible time following final approval of the report by the committee itself.

The committee's recommendations will be presented, complete and without alteration, for approval or rejection by the Board of Trustees and the faculty. The Board will approve or reject the complete and unaltered recommendations by open, roll call vote, no later than the second regularly scheduled monthly Board meeting held after the publication of the committee's report. A referendum, open to all members of the faculty collective bargaining unit, will be held no later than the date of the second regularly scheduled monthly Board of Trustees meeting following the publication of the committee's report and recommendations, for the purpose of determining faculty approval or rejection. Absentee voting by all eligible faculty members on leave will be allowed. A simple majority of all votes cast will be required for approval.

Both the Board and Union must approve the committee's recommendations for them to be incorporated into this agreement.

If both the Board and the faculty approve the recommendations, they will be binding on both the Board and the Union to the same extent as any other "tentative agreement" is binding on subparts and issues of a collective bargaining agreement, as is commonly understood and accepted in the practice of collective bargaining, in negotiations for the next collective bargaining agreement to be negotiated following the expiration of the current collective bargaining agreement.

The committee will make every effort to conclude their work and publish their report and recommendations by December 18, 1987.

Section 11.4. Faculty Load for 1988-1989. This section to be determined as outlined in section 11.3.

Section 11.5. Faculty Load for 1989-1990. This section to be determined as outlined in section 11.3.

ARTICLE XII

RANK AND PROMOTION SYSTEM

Section 12.1. Academic Ranks. The teaching faculty shall be classified into five (5) groups: Assistant Instructor, Instructor, Assistant Professor, Associate Professor, and Professor.

Section 12.2. Eligibility for Promotion. Faculty members meeting the minimum number of points for each rank outlined in the Quality Points Guidelines approved by the Board and who have been in their present rank the requisite number of years shall be eligible to be considered for promotion. Faculty eligible for promotion shall be notified by letter or internal memo and shall be given applications for promotion by the Campus President by October 15 of the fall semester. Persons meeting the minimum Quality Point Guidelines and who have been in their present rank the requisite number of years shall be considered for promotion if they successfully complete all application procedures and meet all application deadlines. Meeting the minimum requirements is only one of several factors considered in promotion.

Section 12.3. Promotion Review Procedure. Evaluation and recommendation for promotion is the initial responsibility of the members of the department (or division, where applicable), the Department Chairperson (where applicable), the Division Director and the Dean or as appropriate at East Campus.

A Promotion Review Committee shall be established on each campus. It should be the responsibility of those Committees to review the qualifications of those persons who have applied for promotion with respect to the responsibilities of the rank each person currently holds as well as the potential of each candidate for promotion to fulfill the responsibilities of the rank to which he has applied for promotion. The recommendations of the Committee shall not be subject to the grievance and arbitration procedures of this Agreement, but they shall be reviewable under the current promotion review appeals procedures.

The Committees shall send their recommendations for promotion to the appropriate Campus President, who shall forward each recommendation, along with his statement of concurrence or disagreement, to the Chancellor. The Chancellor will forward to the Board of Trustees only those promotion cases he is recommending favorably for promotion; in such cases, he shall forward to the Board of Trustees his own recommendation, along with the recommendations of the Promotion Review Committee and the appropriate Campus President. The final decision on promotions shall rest in the sole discretion of the Board of Trustees, whose decision shall not be subject to the grievance and arbitration provisions of this Agreement.

Cases where the Chancellor is not recommending a faculty member for promotion will not be sent to the Board of Trustees. If the Promotion Review Committee has recommended a candidate for promotion and the Chancellor reverses that recommendation, the

Chancellor's decision shall be grievable under the grievance and arbitration provisions of this Agreement under an arbitrary and capricious standard of review.

The Campus Presidents have the authority to make a special recommendation to the Chancellor for the promotion of faculty members who are not recommended or are otherwise ineligible for one reason or another in a given year. The Chancellor has the authority to make a special recommendation to the Board of Trustees for the promotion of faculty members who are not recommended or are otherwise ineligible for one reason or another in a given year. This special promotion will be considered to be separate Board action in addition to the normal promotion procedures. The Chancellor may also grant academic rank to, or promote, an administrator when the administrator becomes a faculty member or returns to the faculty.

Section 12.4. Promotion Parameters. A faculty member must be in at least the fifth semester of a probationary contract of full-time service to the College, excluding summers, in order to be eligible for consideration for promotion for the first time. The individual must submit an application for consideration for promotion. This application must be submitted to the appropriate Campus President during the fall semester by the established deadline.

No faculty member shall be promoted beyond any one rank at a time and must serve at least three years in that rank. Assistant Instructors shall be eligible for consideration for promotion to Instructor during their third year as Assistant Instructors. Instructors shall be eligible for consideration for promotion to Assistant Professor during their third year as Instructors. Assistant Professors will be eligible for consideration for promotion to Associate Professor during their fourth year as Assistant Professors. Associate Professors shall be eligible for consideration for promotion to Professor during their fourth year as Associate Professors.

The number of promotions of all ranked faculty for each year shall not exceed a maximum of fifteen percent (15%) of the total number of full-time faculty at each campus.

Section 12.5. Accountability. A faculty member may be denied an annual salary step increment or demoted in rank at the discretion of the Board of Trustees if the faculty member has failed to meet the standards of performance expected of his rank. The decision of the Board shall be subject to the grievance and arbitration procedures of this Agreement. The Board shall not act upon a denial of an annual salary step increment or a demotion in rank except upon the recommendation of the Chancellor. The Chancellor's recommendation to the Board on a demotion in rank shall be accompanied by the recommendations solicited by the Chancellor from the appropriate Campus President, the faculty member's Dean or as appropriate at East Campus and the appropriate Promotion Review Committee.

ARTICLE XIII

SALARIES AND INSURANCE

Section 13.1. Salaries. The salary schedule for the 1987-88 academic year (fiscal year for twelve-month faculty) is attached as Appendix A. Any faculty member who will have been employed for a full academic year (fiscal year for twelve-month faculty) will receive a full step increase (two half steps) on this schedule if he is not at the maximum salary of his salary lane. Faculty members whose promotions were effective at the beginning of the 1987-88 academic year (fiscal year for twelve-month faculty) will be paid according to their new rank. All salary adjustments reflected in Appendix A shall be retroactive to the beginning of the 1987-88 academic year (fiscal year for twelve-month faculty) for all faculty members who are on the active payroll on the date this Agreement is ratified by both parties.

The salary schedule for the 1988-89 academic year (fiscal year for twelve-month faculty) is attached as Appendix B. Any faculty member who will have been employed for a full academic year (fiscal year for twelve-month faculty) as of the beginning of the 1988-89 academic year (fiscal year for twelve-month faculty) will receive a full step increase (two half steps) on this schedule if he is not at the maximum salary of his salary lane. Faculty members who have been promoted effective at the beginning of the 1988-89 academic year (fiscal year for twelve-month faculty) will be paid according to their new rank.

A twelve-month faculty member's salary shall be determined by multiplying his base salary by 1.23.

Section 13.2. Pay Procedures. Faculty shall be paid twice a month, on the fifteenth day of the month and on the last working day of the month, beginning with the first fifteenth or end of the month after the beginning of the academic or fiscal year, as applicable. If the fifteenth day of the month falls on a non-working day, faculty shall be paid on the working day that immediately precedes the fifteenth day. The final paycheck of the fall semester shall be paid on the last day final examinations are held. Based upon the faculty member's written authorization, faculty shall have the option of having their paychecks mailed to their home address or held for pick-up at the College.

Section 13.3. Overload and Summer School Pay. Faculty members shall be paid $320 per equated semester hour ($13.75 per hour for community service and continuing education faculty) for overload assignments during the 1987-88 fiscal year. Faculty members shall be paid $345 per equated semester hour ($15.00 per hour for community service and continuing education faculty) for overload assignments during the 1988-89 fiscal year. Faculty members shall be paid $380 per equated semester hour ($16.50 per hour for community service and continuing education faculty) for overload assignments during the 1989-90 fiscal year. Faculty members shall be paid $330 per equated semester hour ($14.25 per hour for community service and continuing education faculty) for 1988 summer school assignments (i.e., for any class with a mid-date after June 30, 1988). Faculty members shall be paid $360 per equated semester hour ($15.55 per hour for community service and continuing education faculty) for 1989 summer school assignments (i.e., for any class with a mid-date after June 30, 1989). Faculty members shall be paid $400 per equated semester hour ($17.30 per hour for community service and continuing education faculty) for 1990 summer school assignments (i.e., for any class with a mid-date after June 30, 1990).

Section 13.4. Insurance Coverage. The group hospital and major medical insurance, the group life insurance, and the group long-term disability insurance in effect when this Agreement is ratified shall continue through the end of the 1989-90 fiscal year with no change in coverage (except that the hospitalization daily limit for semi-private room rate shall be increased not to exceed $220 for the 1987-1988 year and the rate will be adjusted, if necessary, for the 1988-89 and 1989-90 years to reflect the current rate in local hospitals) or in the portion of the premiums paid by faculty members (the College will continue to pay 100% of single coverage and 90% of dependent coverage for group hospital and major medical insurance; the College will continue to pay 100% of Group Life insurance, with coverage equal to 1-1/2 times the faculty member's base salary, rounded to the lowest $1,000; and the College will continue to pay 90% of long-term disability insurance).

Section 13.5. Dental Insurance Coverage. Beginning with January 1, 1988, the College will pay 100% of single coverage and 50% of dependent coverage. To be covered by this fringe benefit, the employee must sign up for the program indicating either single or dependent coverage.

Section 13.6. Right to Change Insurance Carriers. The Board retains the right to change insurance carriers for employee insurance or otherwise provide for coverage as long as the level of benefits remains approximately the same. The Chancellor or his designee will notify the Union President at least thirty (30) days in advance of a change in insurance carriers for insurance provided for under this Agreement.

Section 13.7. Terms of Insurance Policies to Govern. The extent of coverage under the insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies. Any questions concerning said insurance policies shall be resolved in accordance with the terms and conditions set forth in said policies and shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

ARTICLE XIV

NON-INTERRUPTION OF SERVICES AND WORK

During the term of this Agreement, neither the Union nor its officers or agents nor any of the faculty members covered by this Agreement will authorize, condone, instigate, promote, sponsor, aid or participate in any strike, sympathy strike, secondary boycott, slowdown, stoppage of work, or any other interruption of the operations of the College, regardless of the reason for so doing. Any or all faculty members who violate this provision may be terminated or otherwise disciplined by the Board as the Board in its discretion deems appropriate. Union officers and representatives will cooperate with the College in urging faculty members who violate this Article to return to work.

ARTICLE XV

REOPENING

Section 15.1. Procedure. Between April 1, 1989 and May 15, 1989, either party may notify the other in writing of its desire to reopen this Agreement, provided such reopener shall be limited to the section (and subjects) noted below. Upon such notice being given, the duly authorized representatives of the parties shall meet for the purpose of negotiating with respect to said matters. All other provisions of this Agreement shall remain in full force and effect during any reopening. It is expressly understood that in the event of a reopening, neither party shall have the right to submit any issue arising thereunder to the grievance procedure (including arbitration). It is also expressly understood that the provisions of Article XIV (Non-Interruption of

Services and Work) shall continue in full force and effect in the event of a reopening.

Section 15.2. Sections and Matters Subject to Reopening. Only the following section shall be subject to reopening and then only with respect to the express subjects noted for the period of the 1989-90 academic year (fiscal year for twelve-month faculty):

Section (Appendix)	Subject
Section 13.1 (Salaries) and Appendix C	The amounts to replace the "X" and designations on the 1989-90 faculty salary schedule (Appendix C) and movement on that salary schedule for the 1989-90 academic year (fiscal year for twelve-month faculty), provided that the Board agrees to grant a minimum of a full step increment (two half steps) for all faculty not at the maximum of their lane for the 1989-90 academic year (fiscal year for twelve-month faculty), as part of any Agreement on salary adjustments for 1989-90, and provided further that such full step increment shall be made retroactive to the beginning of the 1989-90 academic year (fiscal year for twelve-month faculty), if agreement is not reached by the start of the 1989-90 academic year. This full step increment shall be given to all faculty members who will have been employed for a full academic year (fiscal year for twelve-month faculty) as of the beginning of the 1989-90 academic year (fiscal year for twelve-month faculty).

ARTICLE XVI

ENTIRE AGREEMENT

This Agreement, upon ratification, supercedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectivley with respect to any subject or matter, whether or not referred to or covered in this Agreement, including the impact of the Board's exercise of its rights as set forth herein on salaries, fringe benefits or terms and conditions of employment, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XVII

SAVINGS

If any provision of this Agreement is or shall at any time be contrary to or unauthorized by law, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law; provided that in such event all other provisions of this Agreement shall continue in effect.

ARTICLE XVIII

TERM OF AGREEMENT

The Agreement shall be effective as of the 17th day of September, 1987, and shall remain in full force and effect until the completion of the 1990 Summer Session). It shall automatically be renewed from year to year unless either party shall notify the other in writing at least ninety (90) days prior to the end of the Summer Session in any succeeding year (which shall be defined to be 11:59 p.m. on the third calendar day after final grades are due at the end of such Summer Session).

IN WITNESS WHEREOF, the parties hereunto have set their hands this 17th day of September, 1987.

BOARD OF COMMUNITY COLLEGE DISTRICT NO. 503, (BLACK HAWK COLLEGE)	BLACK HAWK COLLEGE TEACHERS' UNION LOCAL 1836, IFT
By Hannelore Huisman	By Bill Pearson
Title: Chairperson	Title: President BHCTU Local #1836
Dated: September 17, 1987	Dated: September 17, 1987

APPENDIX A
BLACK HAWK COLLEGE
INSTRUCTIONAL SERVICES STAFF COMPENSATION SCHEDULE FOR 1987-88

LEVEL OR STEP	ASSISTANT INSTRUCTOR	INSTRUCTOR	ASSISTANT PROFESSOR	ASSOCIATE PROFESSOR	PROFESSOR
1A	16338				
1B	16600				
2A	16866				
2B	17136				
3A	17411	17973			
3B	17690	18261			
4A		18554			
4B		18852			
5A		19155			
5B		19463			
6A		19775	20415		
6B		20093	20743		
7A		20415	21076		
7B		20743	21415		
8A		21076	21758		
8B		21415	22108		
9A		21758	22463	23190	
9B		22108	22824	23562	
10A		22463	23190	23941	
10B		22824	23562	24325	
11A		23190	23941	24716	
11B		23562	24325	25113	
12A		23941	24716	25516	26342
12B		24325	25113	25926	26765
13A		24716	25516	26342	27195
13B		25113	25926	26765	27631
14A		25516	26342	27195	28075
14B		25926	26765	27631	28526
15A		26342	27195	28075	28984
15B		26765	27631	28526	29449
16A		27195	28075	28984	29922
16B			28526	29449	30403
17A			28984	29922	30891
17B			29449	30403	31387
18A			29922	30891	31891
18B			30403	31387	32403
19A			30891	31891	32923
19B			31387	32403	33452
20A			31891	32923	33989
20B				33452	34535
21A				33989	35089
21B				34535	35653
22A				35089	36225
22B				35653	36807
23A				36225	37398
23B					37998
24A					38609
24B					39229
25A					39859

NOTE: The salaries above reflect "Computed Salary" which includes the base "Salary" plus the College contribution on behalf of the employee to SURS and which will be reported to SURS for determining retirement benefits. The "Base Salary" which is 92% of the "Computed Salary" will be reported to IRS on the W-2 form as taxable income.

APPENDIX B
BLACK HAWK COLLEGE
INSTRUCTIONAL SERVICES STAFF COMPENSATION SCHEDULE FOR 1988-89

LEVEL OR STEP	ASSISTANT INSTRUCTOR	INSTRUCTOR	ASSISTANT PROFESSOR	ASSOCIATE PROFESSOR	PROFESSOR
1A	16961				
1B	17230				
2A	17502				
2B	17779				
3A	18061	18637			
3B	18347	18932			
4A		19233			
4B		19538			
5A		19848			
5B		20163			
6A		20483	21138		
6B		20808	21473		
7A		21138	21814		
7B		21473	22160		
8A		21814	22512		
8B		22160	22869		
9A		22512	23232	23975	
9B		22869	23600	24355	
10A		23232	23975	24742	
10B		23600	24355	25134	
11A		23975	24742	25533	
11B		24355	25134	25938	
12A		24742	25533	26350	27193
12B		25134	25938	26768	27624
13A		25533	26350	27193	28063
13B		25938	26768	27624	28508
14A		26350	27193	28063	28960
14B		26768	27624	28508	29420
15A		27193	28063	28960	29887
15B		27624	28508	29420	30361
16A		28063	28960	29887	30843
16B			29420	30361	31332
17A			29887	30843	31829
17B			30361	31332	32334
18A			30843	31829	32847
18B			31332	32334	33368
19A			31829	32847	33898
19B			32334	33368	34436
20A			32847	33898	34982
20B				34436	35537
21A				34982	36101
21B				35537	36674
22A				36101	37256
22B				36674	37847
23A				37256	38448
23B					39058
24A					39677
24B					40307
25A					40947

NOTE: The salaries above reflect "Computed Salary" which includes the base "Salary" plus the College contribution on behalf of the employee to SURS and which will be reported to SURS for determining retirement benefits. The "Base Salary" which is 92% of the "Computed Salary" will be reported to IRS on the W-2 form as taxable income.

APPENDIX C
BLACK HAWK COLLEGE
INSTRUCTIONAL SERVICES STAFF COMPENSATION SCHEDULE FOR 1989-90

LEVEL OR STEP	ASSISTANT INSTRUCTOR	INSTRUCTOR	ASSISTANT PROFESSOR	ASSOCIATE PROFESSOR	PROFESSOR
1A	XXXXX				
1B	XXXXX				
2A	XXXXX				
2B	XXXXX				
3A	XXXXX	XXXXX			
3B	XXXXX	XXXXX			
4A		XXXXX			
4B		XXXXX			
5A		XXXXX			
5B		XXXXX			
6A		XXXXX	XXXXX		
6B		XXXXX	XXXXX		
7A		XXXXX	XXXXX		
7B		XXXXX	XXXXX		
8A		XXXXX	XXXXX		
8B		XXXXX	XXXXX		
9A		XXXXX	XXXXX	XXXXX	
9B		XXXXX	XXXXX	XXXXX	
10A		XXXXX	XXXXX	XXXXX	
10B		XXXXX	XXXXX	XXXXX	
11A		XXXXX	XXXXX	XXXXX	
11B		XXXXX	XXXXX	XXXXX	
12A		XXXXX	XXXXX	XXXXX	XXXXX
12B		XXXXX	XXXXX	XXXXX	XXXXX
13A		XXXXX	XXXXX	XXXXX	XXXXX
13B		XXXXX	XXXXX	XXXXX	XXXXX
14A		XXXXX	XXXXX	XXXXX	XXXXX
14B		XXXXX	XXXXX	XXXXX	XXXXX
15A		XXXXX	XXXXX	XXXXX	XXXXX
15B		XXXXX	XXXXX	XXXXX	XXXXX
16A		XXXXX	XXXXX	XXXXX	XXXXX
16B			XXXXX	XXXXX	XXXXX
17A			XXXXX	XXXXX	XXXXX
17B			XXXXX	XXXXX	XXXXX
18A			XXXXX	XXXXX	XXXXX
18B			XXXXX	XXXXX	XXXXX
19A			XXXXX	XXXXX	XXXXX
19B			XXXXX	XXXXX	XXXXX
20A			XXXXX	XXXXX	XXXXX
20B				XXXXX	XXXXX
21A				XXXXX	XXXXX
21B				XXXXX	XXXXX
22A				XXXXX	XXXXX
22B				XXXXX	XXXXX
23A				XXXXX	XXXXX
23B					XXXXX
24A					XXXXX
24B					XXXXX
25A					XXXXX

NOTE: The salaries above reflect "Computed Salary" which includes the base "Salary" plus the College contribution on behalf of the employee to SURS and which will be reported to SURS for determining retirement benefits. The "Base Salary" which is 92% of the "Computed Salary" will be reported to IRS on the W-2 form as taxable income.

FICE# 007265

CARL SANDBURG COLLEGE
Galesburg, Illinois

1986-88

PROFESSIONAL NEGOTIATIONS AGREEMENT

Between The

Sandburg Faculty Association

And The

Board of Trustees of Carl Sandburg College
District #518
Counties of Knox, Warren, Henderson, Fulton, Stark, Mercer,
Henry, Schuyler, Hancock, and McDonough,
State of Illinois

2 yr

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PREAMBLE

This Agreement, between the Board of Trustees, Carl Sandburg College, Community District #518, Counties of Knox, Warren, Henderson, Stark, Mercer, Fulton, Hancock, Henry, Schuyler, McDonough, State of Illinois, and the Sandburg Faculty Association, incorporates a number of understandings which derive from the parties' mutual beliefs that each student is entitled to an education of the highest quality and that the attainment of this objective is dependent upon, among other things, the quality and morale of the employees.

AGREEMENT

THIS AGREEMENT is entered into this 3rd day of October, 1984, by and between the Board of Trustees of Carl Sandburg College District 518, Counties of Knox, Warren, Henderson, Stark, Mercer, Fulton, Hancock, Henry, Schuyler, and McDonough, State of Illinois, hereinafter referred to as the BOARD; and the Sandburg Faculty Association, affiliated with the Illinois Education Association and the National Education Association, hereinafter referred to as the ASSOCIATION.

WHEREAS, the ASSOCIATION has been chosen by a majority of the members of the bargaining unit set forth in the Election Agreement as the representative of those members in an election held on September 11, 1974, in accordance with an election agreement which is attached hereto as Appendix A and made a part hereof.

WHEREAS, it is the intention of the parties to this Agreement to provide where not otherwise mandated by statute, for the salary schedule, fringe benefits, and conditions of employment of the faculty members covered by this Agreement; to prevent interruptions of work and interference with the efficient operation of Carl Sandburg College; and to provide an orderly and prompt method of handling and processing grievances:

NOW, THEREFORE, the parties agree with each other as follows:

ARTICLE 1
RECOGNITION AND REPRESENTATION

Section 1.1 Recognition. The BOARD hereby recognizes the ASSOCIATION as the sole and exclusive negotiating representative for all full-time faculty personnel, including counselors, and other teachers on a three quarter (¾) load contract; but expressly excluding division chairmen and all other administrative and executive personnel, the audiovisual coordinator, those employees whose only assignment is in positions funded through grant monies from the Department of Corrections and the Department of Commerce and Community Affairs, and all other personnel.

Section 1.2 Meeting With Other Faculty Organizations. This Agreement shall not be construed to prevent the BOARD or any administrator from meeting with any employee or employee organization, including the Faculty Association, representing full-time faculty personnel for the purpose of hearing the views and proposals of such employees or such employee organizations, provided that, as to those matters covered by this Agreement, no change or modification shall be made except through negotiation and agreement with the ASSOCIATION.

ARTICLE 2
BOARD AUTHORITY AND RESPONSIBILITY

Section 2.1 Scope of Responsibility. The ASSOCIATION recognizes that the BOARD has the full authority and responsibility for directing its operations and determining policy, and that it reserves these rights, powers, authorities, duties, and responsibilities. By way of example, the ASSOCIATION therefore agrees that it will not in any way attempt to interfere with or restrict the BOARD's flexibility to hire all employees, to determine qualifications and conditions for continued employment or their dismissal or demotion, or the right to use its own personnel; the development of new classifications, the use and development of new methods, procedures, or equipment; assignment and direction of personnel; the training of personnel and similar matters except as may be agreed to herein through negotiations. The ASSOCIATION also recognizes that this Agreement does not empower the BOARD to do anything that it is prohibited from doing by law.

Section 2.2 Right to Join. The BOARD and ASSOCIATION recognize that every eligible faculty member shall have the right to join or refrain from joining the ASSOCIATION without discrimination.

Section 2.3 Availability of Information. The BOARD will make available information specifically requested by the ASSOCIATION which is legally required for publication and that does not require any additional work on the part of the College. Tentative data shall not be made available on request.

Section 2.4 Non-Discrimination. The BOARD will not discriminate against a faculty member in violation of the law.

Section 2.5 Meetings, Notices, and General Information. The BOARD will provide rooms in owned facilities for meetings of the ASSOCIATION, the use of employee mail boxes, campus mail system, a bulletin board for internal communications with and between members of the ASSOCIATION; the use of equipment owned by and in the name of the BOARD for processing of information. The ASSOCIATION may use equipment leased by the BOARD by paying appropriate service charges. All rooms and equipment are to be scheduled for use by the ASSOCIATION with the appropriate officer of the College. Supplies are to be furnished by the ASSOCIATION.

ARTICLE 3
WORK STOPPAGE

Section 3.1 Work Stoppage. The ASSOCIATION agrees that neither the ASSOCIATION nor any of the members of the unit covered by this contract will instigate, promote, sponsor, engage in, or condone any work stoppages, strikes, slowdowns, or picketing of any kind or for any reason at the College, including the honoring of other assocation or union picket lines, during the term of any contract drawn as a result of the Recognition Agreement.

ARTICLE 4
SAVINGS CLAUSE

Section 4.1 Savings Clause. If any provision of this Agreement is or shall at any time be contrary to or unauthorized by law, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law; provided that in such event all other provisions of this Agreement shall continue in effect.

ARTICLE 5
DECERTIFIATION

Section 5.1 Right to Question. The ASSOCIATION agrees that the BOARD may question the continuing status of the ASSOCIATION as the representative of the majority of the faculty members in the unit. Faculty members may seek to decertify the ASSOCIATION upon the termination of any subsequent contract between the parties or one (1) year from the date of certification of the ASSOCIATION, whichever is longer.

Section 5.2 Criteria for Challenge. The BOARD may seek a new election hereunder only if it has received a petition signed by one-third (⅓) of the members of the bargaining unit which challenges the ASSOCIATION's majority status. In such an event, the BOARD shall direct an election to be conducted in substantially the same manner and under substantially the same terms and conditions as provided for in the case of the Election Agreement in Appendix A.

ARTICLE 6
PROCEDURES

Section 6.1 Negotiating Representatives. Each party shall select not more than six (6) negotiating representatives. Additional persons may be permitted to be present by mutual consent of the parties.

Section 6.2 Limitations. Neither party shall exert any control over the selection of the other party's negotiating representatives except that the BOARD will not select any teacher included in the bargaining unit nor members of the SFA as its negotiating representatives. The ASSOCIATION will not select any individuals employed by the College and excluded from the bargaining unit as its representatives.

Section 6.3 Scope. The ASSOCIATION and the BOARD agree that negotiations will encompass only the following items:

A. Negotiating Procedures
B. Salaries
C. Fringe Benefits
D. Conditions of Employment

The mutual obligations of the parties to negotiate shall not be construed to compel either party to agree to a proposal or require the making of a concession.

Section 6.4 Time of Meeting. Negotiations will begin on or about April 1 of each year unless both parties agree to an alternate date. Meetings will be held at such times and places that will not interfere with other necessary work of the representatives of both parties.

Section 6.5 Procedure. From time to time, as the negotiating representatives reach tentative agreement on given provisions or articles, these shall be reduced to writing, and, upon review, initialed and dated by the chairmen of both negotiation committees. By initialing and dating such provisions and articles, it is understood that agreement on said provisions and articles is conditional upon reaching agreement on all language to be included in the contract.

Section 6.6 Impasse. If it appears that, notwithstanding the parties good faith negotiations, no agreement can be reached on a subject or subjects, the BOARD and the ASSOCIATION shall declare an impasse. When an impasse has been declared, the BOARD/ASSOCIATION shall immediately request the Federal Mediation and Conciliation Service to appoint a mediator from its staff.

ARTICLE 7
GRIEVANCE PROCEDURE

Section 7.1 Definition. A grievance shall be defined as a complaint by a faculty member that there has been as to him or her a violation or misinterpretation or misapplication of the specific terms of this Agreement.

Section 7.2 Procedure. A grievance shall be processed as follows:

LEVEL I: The Parties agree that a bonafide effort should be made to resolve a grievance informally before it is put in writing. To this end, any faculty member who has a grievance shall submit it orally to his/her division chairperson if a member of a division, otherwise to his/her immediate administrative supervisor. The faculty member, if he/she so desires, may be accompanied by another faculty member or by an ASSOCIATION representative. The division chairperson or immediate administrative supervisor shall give his/her oral answer within five (5) school days after such presentation.

LEVEL II: If the grievance is not settled at Level I and the faculty member wishes to appeal the grievance to Level II, it shall be referred in writing to the Dean of Instruction or his designee within five (5) school days after receipt of the answer at Level I and shall be signed by both the faculty member and the appropriate ASSOCIATION representative; however, if the faculty member appealing the grievance is a counselor, it shall be referred to the President at Level III. The grievance shall set forth in detail all the relevant facts upon which it is based, the nature of the complaint, and the relief requested. The Dean of Instruction or his designee shall give his written answer within ten (10) school days after presentation of the grievance in writing.

LEVEL III: If the grievance is not settled at Level II and the faculty member wishes to appeal the grievance to Level III, it shall be referred in writing to the President within six (6) school days after receipt of the answer at Level II and shall set forth in detail the specific reasons for appealing the answer given at Level II. The President, if practical, or his representative (provided said person has not been previously involved in Level I or II), shall discuss the grievance with the Association representative and the grievant at a time mutually agreeable to the parties and, if no settlement is reached, the President, or his representative, shall give his written answer within fourteen (14) school days following presentation of grievance in writing.

LEVEL IV: The next appeal on any grievance shall be to the BOARD OF TRUSTEES. The decision to appeal to the BOARD must be submitted by the ASSOCIATION and the grievant within six (6) school days following receipt of the President's decision. The written grievance, together with the complete written case history, shall be provided to the BOARD at least five (5) school days prior to the next regular meeting of the BOARD. Any written notice submitted less than five (5) school days before a regular BOARD meeting shall be considered at a meeting called for such purpose within ten (10) school days following the regular meeting. By mutual agreement, oral presentation of the grievance may be made to the BOARD. Consultants may be called in to provide special assistance and to present possible solutions. The decision of the BOARD shall be communicated in writing within twelve (12) school days after the meeting at which the written grievance is presented.

LEVEL V: If the grievance is not settled at Level IV, the matter in question shall be submitted to arbitration in compliance with existing State of Illinois law (HB 1530 or SB 536) enacted June, 1983.

Section 7.3 Time Limits. No grievance shall be entertained or processed unless it is submitted within fifteen (15) school days after the occurrence of the event giving rise to the grievance, or within fifteen (15) days after the grievant had knowledge or should have had knowledge of the event giving rise to the grievance. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits will permit the aggrieved party to proceed to the next step. The parties may, by mutual written agreement, extend any of the time limits set forth in this article.

Section 7.4 Expenses of Arbitration The fees and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the BOARD and the ASSOCIATION; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

ARTICLE 8
LEAVES

Section 8.1 Family Emergency Leave. Three days of paid leave per year shall be granted for death, serious illness, or disability in the immediate family (spouse, child, parent, brother, sister or those living in the household) including family of the spouse. This leave is not cumulative. If more than three days are required, additional days may be used and shall be charged to accumulated sick leave.

Section 8.2 Jury/Subpoena Leave. When a faculty member is called to jury duty, he/she shall meet those classes that do not conflict with that duty; and in return, he/she shall continue to receive the same pay and benefits as if still performing normal duties. At the conclusion of the period of jury duty, the faculty member shall return immediately to the classroom. If a faculty member is subpoenaed to appear in court regarding any matter(s) in which the faculty member or his/her immediate family (spouse, child, parent, brother, sister, or those living in the household, including family of the spouse) has no interest in the proceedings except to appear as a witness, the duty and remuneration provisions set forth above for jury duty shall apply. If a faculty member is subpoenaed in any other situation, he/she shall use personal leave or have a reduction in his/her pay. The computation of time lost on the job shall be the same as the computation for sick leave.

Section 8.3 Maternity Leave. Maternity leave shall be granted without pay to any regularly employed faculty member upon written request for such leave; except that accrued sick leave may be used by the faculty member as provided under Section 8.7 Sick Leave.

Such leave shall be for a mutually agreed period no longer than one full calendar year, said agreement reached by the Board, its agent or agents, and the faculty member.

If the faculty member returns to work during the same contract year during which the leave began, it shall be determined that she is on the same contract salary. If the faculty member does not return to work during the same contract year but returns the following year, her placement on the salary schedule shall be determined by the following:

A. If she had worked less than a full semester of the previous academic year, then no experience step shall be granted, or

B. If she had worked at least a full semester of the previous academic year, then one experience step shall be granted.

If a faculty member works less than one full semester of the academic year during which she returns from maternity leave, then no experience step shall be granted for the following year.

Section 8.4 Personal Leave. Each faculty member, during the term of his/her contract, will be eligible for two days of personal leave without loss of pay. Except in case of an emergency, written advance notice of the necessity for personal business leave shall be submitted as early as possible to his/her immediate supervisor and reason for said leave need not be given. Personal leave days not used shall be credited to the faculty member's accumulated sick leave.

Section 8.5 Professional Leave. A faculty member may be granted up to one year leave of absence for exchange teaching, advanced study, travel, or other related professional experience which will improve his competence in his field of teaching.

Such leave of absence, if granted, will be granted without pay, accumulation of sick leave benefits, or longevity, except longevity will be granted for exchange teaching. The faculty member will have the right to maintain insurance benefits at his expense.

If a faculty member has timely notified the appropriate Dean of an intention to return to duty, then said faculty member shall return to duty following the termination of the leave, and at the beginning of the next term that the faculty member is under contract to teach. A failure to return at that time shall constitute grounds for the immediate termination of the employment of that faculty member by the Board.

Application will be made to the President of the College subject to final approval by the BOARD.

The faculty member shall advise the appropriate Dean of his/her intentions of returning or not returning for the next academic year no later than February 10th.

A failure to advise the appropriate Dean of an individual's intentions of returning for the following academic year by February 10th shall constitute a complete waiver by that faculty member of any right to be reemployed for the following academic year.

Section 8.6 Sabbatical Leave. A faculty member who has served six consecutive years without a sabbatical leave at Carl Sandburg College shall be eligible upon request for sabbatical leave for the purpose of advanced study or research. Such leave may be awarded for one or two consecutive semesters of the academic year at the rate of pay which is one-half (½) the faculty member's academic year salary as shown on the salary schedule for the year during which the leave is granted. Summer may be requested if the faculty member is employed under an extended contract for summer. The faculty member who has an extended contract shall be paid one-half (½) the extended contract amount for summer term leave.

The recipient must agree by written contract to return to Carl Sandburg College and render at least two full semesters of service following completion of the leave for each semester of leave utilized. In the event the recipient is physically and mentally able to serve for the required time but elects not to do so, he/she must repay the College for amounts received while on such leave.

Application will be submitted with a plan of study and/or research through the division chairperson no later than March 1 preceding the beginning of the academic year during which the leave will be taken. Recipient will be eligible for all insurance benefits and service credits during period of the leave.

The faculty member shall "confirm" his/her intentions of returning to the College to render service during the following academic year by notifying the appropriate Dean not later than February 10th of the academic year during which they are on a sabbatical leave.

A total of two (2) person-semesters of sabbatical may be granted by the BOARD each academic year.

When more than one qualified application is received, selection will be made by random choice.

In the event the discontinuance of a program appears imminent, any contractual faculty member who has served six consecutive academic years at Carl Sandburg College, and whose dismissal would occur as the result of the discontinuance of said program, shall be eligible for a sabbatical leave for the purpose of developing or refining qualifications to serve the College in another capacity. Such leave requests shall have priority over all other sabbatical leave requests.

Section 8.7 Sick Leave. Sick leave will accumulate to 185 days. Sick leave will accumulate at the rate of 15 days per year beginning September 1, 1973. For service prior to September 1, 1973, the accumulation rate will remain at 10 days per year. Sick leave may be used at full pay rate by the faculty member for illness, disability, quarantine, treatment and diagnostic examination of his/her person. When a faculty member is unable to meet a regularly scheduled class or office hour(s) due to sickness, that faculty member is to contact his/her immediate sueprvisor as soon as possible. If that person cannot be reached, the next person(s) in a supervisory role in the organizational structure will be called. A doctor's statement may be required should it be deemed necessary.

Any faculty member who finds it necessary to be absent due to illness, disability, quarantine or treatment for a period in excess of one week shall consult with his/her division chairperson and the dean of instruction or designate (or his/her immediate supervisor if not a member of a division). The faculty member shall present a doctor's statement indicating the nature of the problem and anticipated date of return to duty. This consultation will pertain to timing of the absence and arrangements for the faculty member's work to be carried on during that absence. In the event that a faculty member uses all of his/her accumulated sick leave but is not able to return to duty and perform effectively, he/she may retain faculty status without salary or fringe benefits for a period up to one year. During that time he/she may maintain insurance coverage through the College upon payment of monthly premiums in advance.

The Board reserves the right to require an examination by a physician of its choosing. All expenses for such examination shall be paid for by the Board.

Sick leave may be used for that period of the term of pregnancy when the physician certifies that the employee is not able to work as a result of the pregnancy before, during and after delivery.

During the period of contractual service, faculty are to report the use of sick leave for any day of the regular work week (Monday through Friday) when they are absent from class(es) and/or office hour(s) because of illness. If a faculty member is absent part of a day, the proportion of the sick leave for that day will be based upon the proportion of class(es) and/or office hour(s) missed. This computation is based upon the number of hours of scheduled class(es) and office hour(s) which are missed divided by the total number of hours of scheduled class(es) and office hour(s) for that day, rounded to the closest one-quarter day with a minimum of one-quarter day.

Section 8.8 Paternal Leave. A male faculty member shall be granted three (3) days of leave during each individual's contract period for purposes related to the pregnancy, delivery, and recuperative period of his spouse.

Section 8.9 Insurance During Leave. If a faculty member during the period of an approved leave of absence pays the monthly premium on or before the first day of each month, said faculty member shall be covered by the respective College group insurance policies for which he/she elects to pay the premium. This section is not applicable in the case of a sabbatical leave.

ARTICLE 9
MISCELLANEOUS PROVISIONS

Section 9.1 Allocation of Teaching Assignments. Each faculty member should be consulted in the allocation of teaching assignments relative to subject matter and time allotments. The faculty member will be consulted when assigned to a schedule in which there is less than a 12-hour gap between, or more than a 12-hour gap within, teaching days.

Section 9.2 Posted Office Hour Requirements. The policy concerning posted office hour requirements of the faculty should be a minimum of five (5) hours per week. All full-time faculty members should be on Campus an accumulated minimum total of hours equaling thirty (30), excluding overload. This includes classes, posted hours, and general preparation time.

Section 9.3 Teaching Load. The normal teaching load for a full-time faculty member for an academic year is not to exceed 30 equated semester hours of baccalaureate oriented, occupational or developmental courses. These courses at Carl Sandburg College are those which end in "1" for baccalaureate oriented, those which end in "2" for occupational or those which end in "5" for developmental. The normal distribution of that load is to be 15 equated hours per semester. If a full-time faculty member has less than a 15 equated hour load any semester, he/she shall consult with the Division Chairperson and Dean of Instruction or designate to determine which of the following alternatives the faculty member may choose:

1) a special project if there is a College need for a special project appropriate for that faculty member. In this case, the project shall not satisfy the faculty

member's teaching load obligation unless the project is completed within the specified time.

2) to teach in the following summer term to make up for the underload, or

3) to carry an overload during one of the next two academic semesters.

The faculty member shall not be held responsible for procedural errors (such as, but not necessarily limited to, computer error or printing error) beyond his/her control which may result in an underload. In such case the above procedure shall not apply.

The definition of work load for faculty who are counselors is 40 hours per week. The Dean of Student Services or his/her designee will have the discretion to schedule counselors during semester break if he/she deems it necessary in order to provide appropriate service to students. Counselors who are scheduled during semester breaks will receive equivalent compensatory time off during the period of the contract year (or extended contract period). Such compensary time off shall be scheduled at the mutual convenience of the counselor and the Dean of Student Services or his/her designee.

Section 9.4 Tax Sheltered Annuity. Faculty members may participate in any tax sheltered financial savings program. The program must meet legal state and federal regulations. Premiums will be collected by payroll deductions, upon request by the employee.

It is the responsibility of insurance carrier or financial institution and the faculty member to insure compliance to the legal requirements of the tax shelter.

Section 9.5 Credit Union. Faculty members may participate in the Knox County School Employee's Credit Union by payroll deduction.

Section 9.6 Chaperoning. As an agent of the College the chaperone shall not be held responsible nor personally liable for behavior of the students and other participants at school sponsored extra-curricular events during the period of time for which he acts as chaperone.

Section 9.7 Evaluation of Student Progress. The parties agree that the faculty member has the primary authority for evaluation of student progress toward the fulfillment of course requirements.

Section 9.8 Faculty Discipline. The BOARD reserves the right to administer discipline. Such disciplinary measures shall not be of an arbitrary or capricious nature.

Section 9.9 Notification of Non-Renewal. If the BOARD decides to dismiss a non-tenured faculty member for the ensuing school year or term, the BOARD shall give notice thereof to the faculty member not later than 60 days before the end of the school year or term. Said notice shall be either delivered in person or deposited in the U.S. mail by certified or registered mail, postage prepaid, addressed to the faculty member's last known address.

Section 9.10 Right of Refusal. All full-time faculty members shall have the right of first refusal of overloads and summer session teaching provided the individual is qualified on a subject matter basis up to the limits shown below:

OVERLOAD FOR ACADEMIC YEAR

Fall and spring terms — No more than 7½ equated hours overload, with each student in "independent study," or "to be arranged" counting as one equated hour overload for this purpose regardless of method of pay.

SUMMER SESSION

Four Weeks — One group instruction class or some other number of classes having a total course value of 3 or less equated hours.

Six Weeks — Three group instruction classes or some other number of classes having a total course value of 6.5 or less equated hours plus one student pursuing instruction on an independent basis.

Eight Weeks — Three group instruction classes or some other number of classes having a total course value of 9.5 or less equated hours plus one student pursuing instruction on an independent basis.

Ten Weeks — Four group instruction classes or some other number of classes having a total course value of 12 or less equated hours plus one student pursuing instruction on an independent basis.

Section 9.11 Right of Representation. When a faculty member is required to appear before the BOARD concerning any matter which will adversely affect his employment, his position, or his salary, he will be notified in writing of the reasons for his appearance and, upon request, will be entitled to have a member of the ASSOCIATION present.

A faculty member will have the right to have representation before an administrator in cases when he may be asked to sign documents which will adversely affect employment or when complete minutes are kept of the conversation.

This provision does not apply when an administrator is discussing evaluation of an instructor's performance which is often followed up with a written assessment and the instructor is asked to sign the document indicating that it has been seen, not necessarily indicating acceptance.

Section 9.12 Personnel File. A faculty member may review his/her official cumulative personnel file for credentials and letters of recommendation. Any material reflecting job performance at Carl Sandburg College that is more than ten (10) years old will be eliminated. The type of materials which do not reflect job performance and which are to be kept in the file indefinitely include: application for employment, recommendation for employment, transcripts, copies of contracts or other items related to pay, sick leave information, information regarding any sabbatical or other leave, correspondence not related to quality of performance, etc. Except for credentials and letters of recommendation, a faculty member has a right to photo-copy material that is in the file or have a witness present as he/she reviews the material. Matters concerning personnel files are governed by the Illinois Review of Personnel Records Act. Ill. Rev. Stat. Ch. 48. #2001 ET Seq.

Section 9.13 Right to Organize. Faculty members shall have the right to organize, join and assist the ASSOCIATION and to participate in professional negotiations with the BOARD without discrimination as provided for in the Election Agreement.

ARTICLE 10
ACADEMIC FREEDOM AND RESPONSIBILITY

Section 10.1 Academic Freedom and Responsibility. Within the scope of their duties and responsibilities, the BOARD and faculty members recognize their responsibility to protect and encourage the search for knowledge and its dissemination. As professionals, faculty members have both the right and obligation to adequately investigate and to present to their students available information related to their subject as it relates to the education of their students. Faculty members should at all times try to be accurate, show respect for the opinion of others, identify their own persuasion on controversial issues, and where appropriate, indicate that they are not institutional spokespersons.

No arbitrary limitations shall be placed on study, investigation, presentation, and interpretation of facts and ideas concerning man, society, the physical and biological world, and other branches of learning. The BOARD recognizes its responsibility to assist the faculty member in striving for academic freedom.

ARTICLE 11
TERMINATION PROCEDURE FOR TENTURED FACULTY MEMBERS

Section 11.1 Termination Procedure for Tenured Faculty Members. The termination procedure for tenured faculty members shall be as prescribed in the Illinois law (PA 81-1100) regarding tenure for public community college full-time faculty.

Illinois Law (PA 81-1100)

3B-4 Dismissal of Tenured Faculty Member for Cause. If a dismissal of a tenured faculty member is sought for cause, the board must first approve a motion by a majority vote of all its members. The specific charges for dismissal shall be confidential but shall be issued to the tenured faculty member upon request. The Board decision shall be final unless the tenured faculty member within 10 days requests in writing of the Board that a hearing be scheduled. If the faculty member within 10 days requests in writing that a hearing be scheduled, the Board shall schedule such hearing on those charges before a disinterested hearing officer on a date no less than 45 days, nor more than 70 days after the adoption of the motion. The hearing officer shall be selected from a list of 5 qualified arbitrators provided by a nationally recognized arbitration organization. Within 10 days from receipt of the list, the Board and the teacher, or their legal representatives, shall alternately strike one name from the list until one name remains. The teacher shall make the first strike. Notice of such charges shall be served upon the tenured faculty member at least 21 days before the hearing date. Such notice shall contain a bill of particulars. The hearing shall be public at the request of either the tenured faculty member or the Board. The tenured faculty member has the privilege of being present at the hearing with counsel and of cross-examining witnesses and may offer evidence and witnesses and present defenses to the charges. The hearing officer upon request by either party may issue subpoenas requiring the attendance of witnesses and production of documents. All testimony at the hearing shall be taken under oath administered by the hearing officer. The hearing officer shall cause a record of the proceedings to be kept and the Board shall employ a competent reporter to take stenographic or stenotype notes of all testimony. The costs of the reporter's attendance and services at the hearing and all other costs of the hearing shall be borne equally by the Board and the tenured faculty member. Either party desiring a transcript of the hearing shall pay for the cost thereof. If in the opinion of the Board the interests of the district require it the Board, after 20 days notice, may suspend the tenured faculty member pending the hearing, but if acquitted, the tenured faculty member shall not suffer the loss of any salary by reason of the suspension. The hearing officer shall, with reasonable dispatch, make a decision as to whether or not the tenured faculty member shall be dismissed and shall give a copy of the decision to both the tenured faculty member and the Board. The decision of the hearing officer shall be final and binding.

3B-5 *Reduction in Number of Faculty Members.* If a dismissal of a faculty member for the ensuing school year results from the decision by the Board to decrease the number of faculty members employed by the Board or to discontinue some particular type of teaching service or program, notice shall be given the affected faculty member not later than 60 days before the end of the preceding school year, together with a statement of honorable dismissal and the reason therefore; provided that the employment of no tenured faculty member may be terminated under the provisions of this Section while any probationary faculty member, or any other employee with less seniority, is retained to render a service which the tenured employee is competent to render. In the event a tenured faculty member is not given notice within the time herein provided, he shall be deemed reemployed for the ensuing school year. For the period of 24 months from the beginning of the school year for which the faculty member was dismissed, any faculty member shall have the preferred right to reappointment to a position entailing services he is competent to render prior to the appointment of any new faculty member; provided that no non-tenure faculty member or other employee with less seniority shall be employed to render a service which a tenured faculty member is competent to render.

ARTICLE 11-A
TERMINATION PROCEDURE FOR NON-TENURED FACULTY MEMBERS

Section 11A.1 *Board Authority.* The BOARD shall have the authority to renew or not renew the contract of a faculty member who has not been granted tenure by the BOARD. If the BOARD does not renew the contract of such a faculty member, the reason or reasons shall be communicated in writing to the faculty member, and a conference with the appropriate administrator shall be held.

Section 11A.2 *Limitations.* Dismissal of a non-tenured faculty member shall not occur because applicants for the position in question may be available for a lower total compensation rate than is received by the faculty member whose employment is under consideration or for arbitrary, capricious or discriminatory reasons.

Section 11A.3 *Remedies.* Termination during the contract term shall occur only if there is a breach of contract sufficient to legally justify termination. If the BOARD terminates a contract during its term, the faculty member shall retain whatever remedies, if any, that may be available to him under law.

ARTICLE 12
DEDUCTION OF ASSOCIATION DUES

Section 12.1 Check-Off of Dues. Upon receipt of a signed authorization from a faculty member in the form set forth in Appendix G, the BOARD agrees to deduct from such faculty member's paycheck uniform monthly ASSOCIATION dues in twenty equal installments over the first ten months of the pay period. Signed authorization cards may be rescinded in writing by a faculty member at any time: authorization for deduction of dues must be renewed in writing on or before September 9 of each academic year. The ASSOCIATION will notify the BOARD in writing of the amount of the uniform dues to be deducted. Deduction shall be made on each payday of each month and shall be submitted together with an itemized statement to the treasurer of the ASSOCIATION by the 15th day of the month following the month in which the deduction is made.

Section 12.2 Indemnification Verification. The ASSOCIATION shall indemnify the BOARD and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the BOARD for the purpose of complying with the provisions of this article.

ARTICLE 13
ENTIRE AGREEMENT

Section 13.1 Entire Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 13.2 Waiver. The BOARD and the ASSOCIATION, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to, or covered in this Agreement. This waiver does not limit other contractual provisions set forth in this Agreement.

ARTICLE 14
AMENDMENT

Section 14.1 Amendment. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment. Amendments may be initiated at the written request of the BOARD or the ASSOCIATION, and shall become effective upon adoption by the BOARD and ratification by the ASSOCIATION, or at such other time as the BOARD and the ASSOCIATION may agree.

ARTICLE 15
DURATION OF AGREEMENT

Section 15.1 Duration. THIS AGREEMENT shall be effective as of September 1, 1986, and shall remain in effect until August 31, 1988, and from year to year thereafter unless written notice is given by either party sixty (60) days prior to August 31, 1988, or any anniversary date thereafter. The giving of such notice shall prevent the automatic renewal of the Agreement and upon the giving of such notice, a joint conference shall be arranged promptly at the convenience of the parties for the negotiation of terms and conditions of a new contract.

IN WITNESS THEREOF, the parties have hereinto set their hands this 24th day of July, 1986.

CARL SANDBURG COLLEGE	SANDBURG FACULTY ASSOCIATION
Tom L. Wilson Chairman, Board of Trustees	Janet L. LaDage President, SFA
Thomas H. Colclasure Secretary, Board of Trustees	Rodney C. Williamson Secretary, SFA
Sammy A. Rudd Chairman, Negotiation Team	James M. Graham Chairman, Negotiation Team

APPENDIX A

ELECTION AGREEMENT

THIS AGREEMENT ENTERED into by and between the CARL SANDBURG COLLEGE, DISTRICT NO. 518, Galesburg, Illinois, hereinafter referred to as the "BOARD" and the SANDBURG FACULTY ASSOCIATION, hereinafter referred to as the "ASSOCIATION":

1. A SECRET BALLOT ELECTION will be held to determine whether or not a majority of the employees in the hereinafter described unit at Carl Sandburg College wish to be represented by the ASSOCIATION. A majority shall be defined as in excess of fifty per cent (50%) of the employees eligible to vote.
2. THE UNIT will be all regular full-time teaching personnel, including counselors and other teachers on a three quarter (¾) load contract, but expressly excluding divisional chairmen and all other administrative and executive personnel, the A.V. Coordinator, and all other personnel. No other personnel shall be permitted to vote or have their vote counted in any way.
3. THE ELECTION will be administered by the League of Women Voters or some other similar nonpartisan agency who shall be designated as the election supervisor. The election supervisor shall be authorized, after consultation with representatives of the parties, to finally decide upon all administrative details of the election, such as number of voting booths required, the color of the ballot to be used in the election (which shall not be made known to the parties until the commencement of the voting), the identification of voters, the number and qualification of observersk, and similar items.
4. THE COST of the election shall be borne by the BOARD.
5. THE ELECTION will be held on College premises on September 11, 1974 or as soon thereafter as possible. Persons eligible to vote shall be all employees within the unit described in paragraph two herein, and employed during the payroll period beginning August 27, 1974, and who remain and are still employed in the unit on the date of the election. The BOARD and ASSOCIATION, upon execution of this Agreement, shall furnish the election supervisor an election eligibility list containing the full names and addresses of all eligible voters as last appeared on BOARD's records.
6. FOLLOWING THE COUNTING of ballots, the election supervisor shall certify the results of the election to the BOARD and to the ASSOCIATION.

ADDITIONAL TERMS AND CONDITIONS

1. IF SUCH CERTIFICATION demonstrates that the ASSOCIATION has lost the election, the ASSOCIATION and the BOARD agree that no further election may be held at the College for one (1) academic year from the date of such certification of the results of the election. If such certification demonstrates that the ASSOCIATION has won the election, the parties will proceed forthwith to negotiate in good faith.
2. THE ASSOCIATION RECOGNIZES that the BOARD has the full authority and responsibility for directing its operations and determining policy, and that it reserves these rights, powers, authorities, duties and responsibilities. By way of example, the ASSOCIATION therefore agrees that should it win the election, it will not in any way attempt to interfere with or restrict the BOARD's flexibility to hire all employees, to determine qualifications and conditions for continued employment or their dismissal or demotion, or the right to use its own personnel; the development of new classifications, the use and development of new methods, procedures, or equipment; the assignment and direction of personnel; the training of personnel and similar matters except as may be agreed to through negotiations. The ASSOCIATION also recognizes that this Agreement does not empower the BOARD to do anything that it is prohibited from doing by law.
3. THE BOARD and ASSOCIATION hereby agree that every eligible teacher shall have the right to join or refrain from joining the ASSOCIATION without discrimination.

4. THE BOARD agrees to make available information specifically requested by the ASSOCIATION which is legally required for publication and that does not require any additional work on the part of the College. Tentative data shall not be made available on request.

5. THE ASSOCIATION AGREES that should it win the election, any contract arrived at between the BOARD and the ASSOCIATION at any time in the future will contain a provision prohibiting work stoppages, strikes, slowdowns, or picketing of any kind or for any reason at the College, including the honoring of other association or union picket lines, during the term of the contracts.

6. THE ASSOCIATION and the BOARD agree that should the ASSOCIATION win the election, they will abide by negotiation rules to be agreed to by the BOARD and the ASSOCIATION.

7. IF THE ASSOCIATION wins the election, the BOARD may question the continuing status of the ASSOCIATION as the representative of a majority of the employees in the unit, or employees may seek to decertify the ASSOCIATION, upon the termination of any subsequent contract between the parties, or one (1) year from the date of certification of the ASSOCIATION, whichever is longer. The BOARD, however, may seek a new election hereunder only if it has received a petition signed by one-third (⅓) of the members of the bargaining unit which challenges the ASSOCIATION's majority status. In such an event, the BOARD shall direct an election to be conducted in substantially the same manner and under substantially the same terms and conditions as provided for in the case of the election provided for at this time, and the consequences provided in this Agreement between the parties with respect of the results of that election shall be applicable with respect to the election herein provided for.

WHEREFORE, the parties have signed this Agreement on the 27th day of August, 1974.

CARL SANDBURG COLLEGE	SANDBURG FACULTY ASSOCIATION
(Signed by A. Lewis Long) Chairman, Board of Trustees	(Signed by James Macdonald) President
	(Signed by Donald R. Remer) Chairman, Negotiating Committee

A1. ELECTION AGREEMENT DATES - A new election can be held only within the same year of the termination of this agreement and shall require a petition signed by one-third of the members of the bargaining unit and presented to the secretary of the Board by the October 15th prior to the year the contract terminates with the election to be conducted under the auspices of the League of Women Voters no later than 30 days from the presentation of the petition.

APPENDIX B

RECOGNITION AGREEMENT

THIS AGREEMENT is entered into this twenty-sixth day of September, nineteen hundred and seventy-four, by and between the Board of Trustees of Carl Sandburg College District 518, Counties of Knox, Warren, Henderson, Stark, Mercer, Fulton, Hancock, Henry, Schuyler, and McDonough, State of Illinois, hereinafter referred to as the BOARD; and the Sandburg Faculty Association, affiliated with the Illinois Education Association and the National Education Association, hereinafter referred to as the ASSOCIATION.

WHEREAS, the ASSOCIATION has been chosen by a majority of the members of the bargaining unit set forth in this Agreement as the representative of those members in an election held on September 11, 1974.

WHEREAS, it is the intention of the parties to this Agreement to provide where not otherwise mandated by statute, for the salary schedule and fringe benefits of the faculty members covered by this Agreement; to prevent interruptions of work and interference with the efficient operation of Carl Sandburg College; and to provide an orderly and prompt method of handling and processing grievances:

NOW, THEREFORE, the parties agree with each other as follows:

ARTICLE 1
RECOGNITION AND REPRESENTATION

Section 1.1 Recognition. The BOARD hereby recognizes the ASSOCIATION as the sole and exclusive negotiating representative for all full-time teaching personnel, including counselors and other teachers on a three quarter (¾) load contract; but expressly excluding divisional chairmen and all other administrative and executive personnel, the audio-visual coordinator, and all other personnel.

Section 1.2 Meeting With Other Faculty Organizations. This Agreement shall not be construed to prevent the BOARD or any administrator from meeting with any employee or employee organization, including the faculty association, representing full-time faculty members for the purpose of hearing the views and proposals of such employees or such employee organizations, provided that, as to those matters covered by this Agreement, no change or modification shall be made except through negotiation and agreement with the ASSOCIATION.

ARTICLE 2
BOARD AUTHORITY AND RESPONSIBILITY

Section 2.1 Scope of Responsibility. The ASSOCIATION recognizes that the BOARD has the full authority and responsibility for directing its operations and determining policy, and that it reserves these rights, powers, authorities, duties and responsibilities. By way of example, the ASSOCIATION therefore agrees that it will not in any way attempt to interfere with or restrict the BOARD's flexibility to hire all employees, to determine qualifications and conditions for continued employment or their dismissal or demotion, or the right to use its own personnel; the development of new classifications, the use and development of new methods, procedures, or equipment; assignment and direction of personnel; the training of personnel and similar matters except as may be agreed to through negotiations. The ASSOCIATION also recognizes that this Agreement does not empower the BOARD to do anything that it is prohibited from doing by law.

Section 2.2 Right to Join. The BOARD and ASSOCIATION recognize that every eligible teacher shall have the right to join or refrain from joining the ASSOCIATION without discrimination.

Section 2.3 Availability of Information. The BOARD will make available information specifically requested by the ASSOCIATION which is legally required for publication and that does not require any additional work on the part of the College. Tentative data shall not be made available on request.

ARTICLE 3
WORK STOPPAGE

Section 3.1 Work Stoppage. The ASSOCIATION agrees that neither the ASSOCIATION or any of the members of the unit covered by this Agreement will instigate, promote, sponsor, engage in, or condone any work stoppages, strikes, slowdowns, or picketing of any kind or for any reason at the College, including the honoring of other association or union picket lines, during the term of any contract drawn as a result of this Agreement.

ARTICLE 4
SAVINGS CLAUSE

Section 4.1 Savings Clause. If any provision of this Agreement shall, at any time, affect loss of accreditation or shall be inconsistent with any state or federal agency having regulatory power over this College or any judicial or legislative action, then such provision shall become non-applicable. All other provisions of this Agreement shall remain in full force for the duration of the Agreement.

ARTICLE 5
DECERTIFICATION

Section 5.1 Right to Question. The ASSOCIATION agrees that the BOARD may question the continuing status of the ASSOCIATION as the representative of the majority of the employees in the unit, or employees may seek to decertify the ASSOCIATION upon the termination of any subsequent contract between the parties or one (1) year from the date of certification of the ASSOCIATION, whichever is longer.

Section 5.2 Criteria for Challenge. The BOARD may seek a new election hereunder only if it has received a petition signed by one-third (⅓) of the members of the bargaining unit which challenges the ASSOCIATION's majority status. In such an event, the BOARD shall direct an election to be conducted in substantially the same manner and under substantially the same terms and conditions as provided for in the case of the election held on September 11, 1974.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 25th day of September, nineteen hundred and seventy-four.

CARL SANDBURG COLLEGE	SANDBURG FACULTY ASSOCIATION
(Signed by A. Lewis Long) Chairman, Board of Trustees	(Signed by James Macdonald) President
	(Signed by Donald R. Remer) Chairman, Welfare Committee

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APPENDIX D-1
CARL SANDBURG COLLEGE
ACADEMIC YEAR FACULTY CONTRACT

IT IS HEREBY AGREED by and between Carl Sandburg College (Illinois Community College District No. 518) and ________________________________, a faculty member, that said faculty member is employed by the said College for the 19____-____ year for the salary of ____, payable in twenty-four (24) equal installments in accordance with the provisions of the Master Contract.

IT IS AGREED that said faculty member shall perform the duties of ____ and such other duties not to exceed the provisions of the Master Contract.

IT IS FURTHER AGREED that the term of this contract is for the period beginning ________________________ and ending ____________________________.

IT IS FURTHER AGREED that this contract is subject to the legislation affecting the rights of the parties involved and to the policies and regulations of said College not in conflict with or exceeding the provisions of the Master Contract.

THIS FACULTY CONTRACT IS EXECUTED in duplicate this the ______________ day of ____________________, 19 ____, and is null and void unless returned to the College on or before the ______________ day of ____________________, 19 ____.

BASIS FOR SALARY
Experience
  Prior Service ____
  Allowable ____
  District Service ____
  Total Allowable ____
Academic Classification ____

____
President, Carl Sandburg College

____
Faculty Member

____
Date

APPENDIX D-2
CARL SANDBURG COLLEGE
SUPPLEMENTAL FACULTY CONTRACT FOR SERVICES BEYOND ACADEMIC YEAR

IT IS HEREBY AGREED by and between Carl Sandburg College (Illinois Community College District No. 518) and ______________________________, an academic year contractual faculty member, that said faculty member is employed by the said College during the summer of 19____ for the period of ____. The salary for this summer service is ____, payable in twenty-four (24) equal installments (September through August) in accordance with the provisions of the Master Contract.

IT IS AGREED that said faculty member shall perform the duties of ______________________ ____ and such other duties not to exceed the provisions of the Master Contract.

IT IS FURTHER AGREED that this supplemental contract is subject to the legislation affecting the rights of the parties involved and to the policies and regulations of said College not in conflict with or exceeding the provisions of the Master Contract.

THIS SUPPLEMENTAL FACULTY CONTRACT IS EXECUTED in duplicate this the ________ day of ____________________________, 19 ____, and is null and void unless returned to the College on or before the __________ day of ____________________________, 19 ____.

BASIS FOR SALARY

Rate	$____
Equated Qtr. Hr.	____
Semester Conversion:	
Equated Sem. Hr.	____

____
President, Carl Sandburg College

____
Faculty Member

____
Date

APPENDIX E
CREDIT FOR PROFESSIONAL ACTIVITIES

Credit will be awarded for advancement on the Salary Schedule for participation in professional activities which are approved in advance by the appropriate dean. Such activities will consist of workshops, summer-long seminars, professional work experience or election to a state or higher office (Board of Directors or President) in a professional organization in the faculty member's major discipline.

Application of the credit program will consider these conditions:

1. Attending Appropriate Workshops
   a. A workshop generally concentrates on a single topic comparable to a short course, and should be distinguished from the ordinary professional meeting or conference.
   b. A one-day workshop is considered as an eight (8) hour learning experience.
   c. A maximum of three (3) equated semester hours' credit may be earned each academic year by attending appropriate workshops, with a maximum of fifteen (15) equated semester hours beginning with Fall, 1983.
2. Attending an Appropriate Summer-Long Seminar
   a. Actual hours of in-class time would be totaled.
   b. A maximum of 12 equivalent semester hours of credit may be earned by participating in such an experience.
3. Approved Professional Work Experience
   a. All hours must be certified in writing by the individual's supervisor.
   b. The completion of 40 hours of approved occupational work experience will be equated to one semester hour of credit in determining advancement on the salary schedule.
   c. A maximum of 12 equivalent semester hours of credit may be earned in work experience.
4. Election to state office or higher (Board of Directors or President) in a professional organization in the faculty member's major discipline.
   a. One (1) semester hour equivalent credit may be awarded for a one year term on a board of directors or as president.
   b. A lifetime maximum of six (6) semester hours credit may be awarded in this category.

The completion of 16 hours of approved professional activities, as in 1 or 2 above, will be equated to one semester hour of credit in determining advancement on the Salary Schedule.

APPENDIX F
TEACHING INSTRUCTIONAL TELEVISION COURSES

A. Compensation
   a. A faculty member who coordinates a packaged instructional television course not produced by Carl Sandburg College will be compensated at the rate of one equated hour or $135 for each seven students enrolled.

B. Teaching Responsibilities
   a. Maintain regular office hours whereby students may either visit or telephone their instructor.
   b. Evaluate any assigned course projects or papers.
   c. Administer and grade mid-term and final examination.
   d. Conduct two general discussion and review sessions at the College for all enrollees.

APPENDIX G
AUTHORIZATION FOR CHECK-OFF OF ASSOCIATION DUES

I hereby authorize the Board of Trustees of Carl Sandburg College District 518 to deduct from my pay the uniform dues of the Sandburg Faculty Association and remit said amount to the ASSOCIATION.

I understand that I may cancel this authorization at any time in writing. The authorization will terminate one year from the date it is signed or upon the termination date of the current contract between the ASSOCIATION and the BOARD whichever occurs first.

____
name, printed

____
signature

____
date

APPENDIX H
AUTHORIZATION FOR INSURANCE DEDUCTION

I hereby elect to have the BOARD pay all of the medical insurance premium for dependency coverage and acknowledge that my contract salary for the 1984-85 year will be reduced by the group rate for such dependency coverage.

Signed ______________________________

Date ______________________________

******

I hereby elect to have the BOARD pay all of the dental insurance premium for dependency coverage and acknowledge that my contract salary for the 1984-85 year will be reduced by the group rate for such dependency coverage.

Signed ______________________________

Date ______________________________

1986-87 CARL SANDBURG COLLEGE FACULTY SALARY SCHEDULE

STO	INC	AD	+8	+15	+23	+30	+38	+45	+52	BA	B+8	B+15	B+23	MA	M+8	M+15	M+23	M+30	M+38	M+45	M+52	M+60	PhD
	0	12957	13217	13477	13737	13997	14257	14517	14777	15037	15297	15557	15817	16077	16337	16597	16857	17117	17377	17637	17897	18157	18417
1	750	13707	13967	14227	14487	14747	15007	15267	15527	15787	16047	16307	16567	16827	17087	17347	17607	17867	18127	18387	18647	18907	19167
2	750	14457	14717	14977	15237	15497	15757	16017	16277	16537	16797	17057	17317	17577	17837	18097	18357	18617	18877	19137	19397	19657	19917
3	750	15207	15467	15727	15987	16247	16507	16767	17027	17287	17547	17807	18067	18327	18587	18847	19107	19367	19627	19887	20147	20407	20667
4	750	15957	16217	16477	16737	16997	17257	17517	17777	18037	18297	18557	18817	19077	19337	19597	19857	20117	20377	20637	20897	21157	21417
5	750	16707	16967	17227	17487	17747	18007	18267	18527	18787	19047	19307	19567	19827	20087	20347	20607	20867	21127	21387	21647	21907	22167
6	750	17457	17717	17977	18237	18497	18757	19017	19277	19537	19797	20057	20317	20577	20837	21097	21357	21617	21877	22137	22397	22657	22917
7	675	18132	18392	18652	18912	19172	19432	19692	19952	20212	20472	20732	20992	21252	21512	21772	22032	22292	22552	22812	23072	23332	23592
8	675	18807	19067	19327	19587	19847	20107	20367	20627	20887	21147	21407	21667	21927	22187	22447	22707	22967	23227	23487	23747	24007	24267
9	675	19482	19742	20002	20262	20522	20782	21042	21302	21562	21822	22082	22342	22602	22862	23122	23382	23642	23902	24162	24422	24682	24942
10	675	20157	20417	20677	20937	21197	21457	21717	21977	22237	22497	22757	23017	23277	23537	23797	24057	24317	24577	24837	25097	25357	25617
11	675	20832	21092	21352	21612	21872	22132	22392	22652	22912	23172	23432	23692	23952	24212	24472	24732	24992	25252	25512	25772	26032	26292
12	675	21507	21767	22027	22287	22547	22807	23067	23327	23587	23847	24107	24367	24627	24887	25147	25407	25667	25927	26187	26447	26707	26967
13	675	22182	22442	22702	22962	23222	23482	23742	24002	24262	24522	24782	25042	25302	25562	25822	26082	26342	26602	26862	27122	27382	27642
14	675	22857	23117	23377	23637	23897	24157	24417	24677	24937	25197	25457	25717	25977	26237	26497	26757	27017	27277	27537	27797	28057	28317
15	675	23532	23792	24052	24312	24572	24832	25092	25352	25612	25872	26132	26392	26652	26912	27172	27432	27692	27952	28212	28472	28732	28992
16	675	24207	24467	24727	24987	25247	25507	25767	26027	26287	26547	26807	27067	27327	27587	27847	28107	28367	28627	28887	29147	29407	29667
17	675	24882	25142	25402	25662	25922	26182	26442	26702	26962	27222	27482	27742	28002	28262	28522	28782	29042	29302	29562	29822	30082	30342
18	675	25557	25817	26077	26337	26597	26857	27117	27377	27637	27897	28157	28417	28677	28937	29197	29457	29717	29977	30237	30497	30757	31017
19	675	26232	26492	26752	27012	27272	27532	27792	28052	28312	28572	28832	29092	29352	29612	29872	30132	30392	30652	30912	31172	31432	31692
20	675	26907	27167	27427	27687	27947	28207	28467	28727	28987	29247	29507	29767	30027	30287	30547	30807	31067	31327	31587	31847	32107	32367
21	675	27582	27842	28102	28362	28622	28882	29142	29402	29662	29922	30182	30442	30702	30962	31222	31482	31742	32002	32262	32522	32782	33042
22	675	28257	28517	28777	29037	29297	29557	29817	30077	30337	30597	30857	31117	31377	31637	31897	32157	32417	32677	32937	33197	33457	33717
23	675	28932	29192	29452	29712	29972	30232	30492	30752	31012	31272	31532	31792	32052	32312	32572	32832	33092	33352	33612	33872	34132	34392

1987-88 CARL SANDBURG COLLEGE FACULTY SALARY SCHEDULE

STO	INC	AD	+8	+15	+23	+30	+38	+45	+52	BA	B+8	B+15	B+23	MA	M+8	M+15	M+23	M+30	M+38	M+45	M+52	M+60	PhD
	0	13788	14058	14328	14598	14868	15138	15408	15678	15948	16218	16488	16758	17028	17298	17568	17838	18108	18378	18648	18918	19188	19458
1	750	14538	14808	15078	15348	15618	15888	16158	16428	16698	16968	17238	17508	17778	18048	18318	18588	18858	19128	19398	19668	19938	20208
2	750	15288	15558	15828	16098	16368	16638	16908	17178	17448	17718	17988	18258	18528	18798	19068	19338	19608	19878	20148	20418	20688	20958
3	750	16038	16308	16578	16848	17118	17388	17658	17928	18198	18468	18738	19008	19278	19548	19818	20088	20358	20628	20898	21168	21438	21708
4	750	16788	17058	17328	17598	17868	18138	18408	18678	18948	19218	19488	19758	20028	20298	20568	20838	21108	21378	21648	21918	22188	22458
5	750	17538	17808	18078	18348	18618	18888	19158	19428	19698	19968	20238	20508	20778	21048	21318	21588	21858	22128	22398	22668	22938	23208
6	750	18288	18558	18828	19098	19368	19638	19908	20178	20448	20718	20988	21258	21528	21798	22068	22338	22608	22878	23148	23418	23688	23958
7	725	19013	19283	19553	19823	20093	20363	20633	20903	21173	21443	21713	21983	22253	22523	22793	23063	23333	23603	23873	24143	24413	24683
8	725	19738	20008	20278	20548	20818	21088	21358	21628	21898	22168	22438	22708	22978	23248	23518	23788	24058	24328	24598	24868	25138	25408
9	725	20463	20733	21003	21273	21543	21813	22083	22353	22623	22893	23163	23433	23703	23973	24243	24513	24783	25053	25323	25593	25863	26133
10	725	21188	21458	21728	21998	22268	22538	22808	23078	23348	23618	23888	24158	24428	24698	24968	25238	25508	25778	26048	26318	26588	26858
11	725	21913	22183	22453	22723	22993	23263	23533	23803	24073	24343	24613	24883	25153	25423	25693	25963	26233	26503	26773	27043	27313	27583
12	725	22638	22908	23178	23448	23718	23988	24258	24528	24798	25068	25338	25608	25878	26148	26418	26688	26958	27228	27498	27768	28038	28308
13	725	23363	23633	23903	24173	24443	24713	24983	25253	25523	25793	26063	26333	26603	26873	27143	27413	27683	27953	28223	28493	28763	29033
14	725	24088	24358	24628	24898	25168	25438	25708	25978	26248	26518	26788	27058	27328	27598	27868	28138	28408	28678	28948	29218	29488	29758
15	725	24813	25083	25353	25623	25893	26163	26433	26703	26973	27243	27513	27783	28053	28323	28593	28863	29133	29403	29673	29943	30213	30483
16	725	25538	25808	26078	26348	26618	26888	27158	27428	27698	27968	28238	28508	28778	29048	29318	29588	29858	30128	30398	30668	30938	31208
17	725	26263	26533	26803	27073	27343	27613	27883	28153	28423	28693	28963	29233	29503	29773	30043	30313	30583	30853	31123	31393	31663	31933
18	725	26988	27258	27528	27798	28068	28338	28608	28878	29148	29418	29688	29958	30228	30498	30768	31038	31308	31578	31848	32118	32388	32658
19	725	27713	27983	28253	28523	28793	29063	29333	29603	29873	30143	30413	30683	30953	31223	31493	31763	32033	23203	32573	32843	33113	33383
20	725	28438	28708	28978	29248	29518	29788	30058	30328	30598	30868	31138	31408	31678	31948	32218	32488	32758	33028	33298	33568	33838	34108
21	725	29163	29433	29703	29973	30243	30513	30783	31053	31323	31593	31863	32133	32403	32673	32943	33213	33483	33753	34023	34293	34563	34833
22	725	29888	30158	30428	30698	30968	31238	31508	31778	32048	32318	32588	32858	33128	33398	33668	33938	34208	34478	34748	35018	35288	35558
23	725	30613	30883	31153	31423	31693	31963	32233	32503	32773	33043	33313	33583	33853	34123	34393	34663	34933	35203	35473	35743	36013	36283

(NOTE: Faculty on Step 23 will receive an additional $725.)

APPENDIX J
INSURANCE PROGRAM

Section J.1 Hospitalization and Major Medical Insurance. The BOARD will pay the monthly premium for hospital and major medical insurance plans with coverage comparable to that in force on October 1, 1983; and mutually acceptable between the Sandburg Faculty Association and the Board of Trustees. The BOARD will have final authority to determine equality of coverage, the carrier, and the method of selection.

Section J.2 Accidental Death and Dismemberment. The BOARD will pay the monthly premium for an accidental death and dismemberment insurance plan with coverage equal to or better than that in force on January 1, 1980. The BOARD will have final authority to determine equality, the carrier, and the method of selection.

Section J.3 Term Life Insurance. The BOARD will pay the monthly premium for a term life insurance plan in the principal amount of $20,000. The BOARD will have final authority to determine the carrier and the method of selection.

Section J.4 Dental Insurance. The BOARD will pay the monthly premium for a dental insurance plan for each employee. The BOARD will have the final authority to determine coverage, the carrier, and the method of selection.

Section J.5 Dependent Benefits. The employee will have the right to bring dependents in under any of the applicable coverages, contingent on provisions of the policy, by paying the additional premium through payroll withholding. Any faculty member who selects dependent coverage will have the option of having the premium tax sheltered.

Section J.6 Insurance After Termination. Any employee terminated shall be permitted to remain in the group insurance program at his/her cost for a period of time not to exceed 60 days.

APPENDIX K
SALARY AND RATES OF PAY

Section K.1 Salary Schedules. The current Salary Schedules for all faculty members by this Agreement are set forth in Appendix I.

Section K.2 Academic Year. Salaries shown in the attached schedules are for an academic year which will not exceed a 9.5 month period. Any faculty member whose regular contract covers a period in excess of the academic year shall be compensated for his/her summer service on the same basis as other full-time faculty members who teach during the summer under separate agreements. If a full-time faculty member is employed during the summer for work other than teaching either under regular contract or separate agreement, each full week of such employment shall be equated to .933 hours for the purpose of calculating his/her compensation for this summer employment.

Section K.3 Horizontal Salary Increments. Credits for advancement across the schedule must be from institutions of higher education accredited by the state and regional accrediting agency and approved by the United States Office of Education to offer courses for credit.

Initial horizontal placement on the salary schedule for persons with less formal education than a Bachelor's Degree shall be as follows:

1. If the individual has an associate degree/equivalent or less postsecondary education appropriate to the teaching field, placement shall be in the Entry Level column, or
2. If the individual has an associate degree/equivalent appropriate to the teaching field plus additional hours appropriate to the teaching field, placement shall be in the proper column to the right of the Entry Level based upon the number of hours beyond the associate degree/equivalent which are appropriate to the teaching field as determined by the Board.

Following initial employment, additional credit hours are to be counted for horizontal advancement to the Bachelor's column shall be countable toward a Bachelor's Degree with a major in an area appropriate to the teaching field and/or credit hours to improve the individual's teaching specialty without reference to a Bachelor's Degree with either the major or hours being approved by that member of the staff in charge of the instructional program. Proficiency credits, excluding those in the subject area(s) in which the instructor is employed to teach and any other subject area(s) which is an essential element of the assigned teaching field(s), will count towards advancement on the salary schedule providing those credits are appropriate to an approved Bachelor's Degree program or to the instructor's teaching field(s). Proficiency credits which are excluded in the previous sentence will be counted upon completion of an approved Bachelor's Degree provided those credits are part of that degree.

To be allowed credit above the Bachelor's or Master's Degree, following initial employment, all hours must be at the graduate level, earned after the Bachelor's or Master's Degree has been awarded and shall be in the faculty member's primary concentration of responsibility to the College and approved by the member of the staff of the College in charge of the instructional program. Salary adjustment for additional credit hours in approved courses shall become effective at the beginning of the academic year. Transcripts of credits, grade slips, and/or letters from a college official must be submitted no later than one week from the opening of school. If grade slips or a letter from a school official is used as documentation, a formal transcript of credits must be submitted prior to October 15th. If the transcript is not received, an appropriate salary adjustment will be made to recoup the amount of the horizontal salary increment previously paid. Approval of courses must be given prior to attendance to insure acceptance. The criterion "earned after the Master's Degree has been awarded" may be waived if it can be demonstrated that the faculty member completed more credits than his or her particular Master's Degree required or completed appropriate graduate credits at another university which were not applied toward his or her Master's Degree. In addition to the above, advancement across the schedule may be through "Credit for Professional Activities " (Appendix E)

Section K.4 Experience Credit: Vocational/Technical Faculty. Upon initial employment, a faculty member in an occupational area may be granted experience in excess of eight years.

Section K.5 Experience Outside District. Experience for teaching outside of the district in the field of academic assignment shall be restricted to full credit for up to the first eight years.

Section K.6 Summer Session. Salaries for instructors in the summer session shall be as follows:

A. $352.50 per equated semester hour for all contractual faculty with 0-4 semesters of college teaching experience in any accredited college in the field of which the teacher is employed.

B. $390.00 per equated semester hour for all contractual faculty beginning with the 5th through the 8th semester of college teaching experience in any accredited college in the field of which the teacher is employed.

C. $427.50 per equated semester hour for all contractual faculty beginning with the 9th semester of college teaching experience in any accredited college in the field of which the teacher is employed.

NOTE: Summer pay at the rates shown above will apply for all contractual faculty members up to the total equated semester hour assignment as listed below:

Summer Pay	Number of Equated Hours
Four Weeks	4
Six Weeks	6
Eight Weeks	9
Ten Weeks or Longer	10

Any contractual faculty member with a total equated semester hour assignment in excess of the rates shown above will be paid for those hours beyond those limits at the overload rate.

Summer term shall count for growth on overload and summer pay if the faculty member has taught six or more equated hours during that period or has worked six weeks or more on a non-teaching function.

In an initial employment status when a person begins during a semester that semester shall count for summer pay or overload growth provided that person actually worked 8 weeks or more of the initial semester including breaks.

Sample formula calculation for non-teaching faculty: Work Days/5 x .933 x Rate = Summer Salary

Section K.7 Overload. Full-time contractual faculty teaching baccalaureate, occupational, or general studies course overloads will be paid as follows:

A. $254.50 per equated semester hour for all contractual faculty with zero to four semesters of college teaching experience in any accredited college in the field of which the teacher is employed.

B. $277.50 per equated semester hour for all contractual faculty beginning with the 5th through the 8th semesters of college teaching experience in any accredited college in the field of which the teacher is employed.

C. $300.00 per equated semester hour for all contractual faculty beginning with the 9th semester of college teaching experience in any accredited college in the field of which the teacher is employed.

Section K.8 Payment Plan. Salaries are paid in twenty-four equal installments from September through August of the succeeding calendar year. Salary for overloads will be paid during the academic semester in which it is earned, dependent upon information being available and coincidence of pay periods with beginning and ending of academic semesters. Salary checks will be issued on or before the fifteenth (15) and thirtieth (30) of each month with the exception of unforeseen circumstances beyond the BOARD's control. If a faculty member resigns (or is terminated) upon completion of (or during) his/her period of contractual service then such person shall have the option of continuing to receive salary checks according to the schedule shown above until the full amount due has been received or having a lump sum payment within thirty (30) days following the discontinuance of service to the College or any later date.

Section K.9 Equated Hour Ratios. Laboratory/Shop/Clinical type group instruction shall be considered as laboratory for the purpose of computing equated faculty load. When the student credit hour value for a course is based upon the amount of instruction which is generally consistent with State guidelines regarding the number of hours per week of lecture/discussion and laboratory/shop/clinical activities when offered on a regular length academic year semester, the following equated load ratios will apply:

1. Lecture/Discussion — One hour of this type of activity per week yielding one semester hour of credit to the students for the semester shall be equated as one semester hour of load for the faculty member,
2. Laboratory — Two hours of this type activity per week yielding one semester hour of credit to the students for the semester shall be equated as one and one-half semester hours of load for the faculty member (one such hour = .75 equated hour),
3. Laboratory — Three hours of this type activity per week yielding one semester hour of credit to the students for the semester shall be equated as two semester hours of load for the faculty member (one such hour = .666 equated hour),
4. Laboratory — Four hours of this type of activity per week yielding one semester hour of credit to the students for the semester shall be equated as two hours of load for the faculty member (one such hour = .50 equated hour). In the event that a situation develops where more than four hours per week of laboratory activity yield one semester hour of credit to the students for the semester the ratio for equating such laboratory instruction shall be .50 for each such hour.
5. Internships — Internships shall be equated as one-third (1/3) a semester hour per student.
6. The independent study course (ISP 1991 or OSP 1992 Independent Study Project) or courses taught on a tutorial basis shall be compensated at the rate of $30.00 per semester hour of credit produced.
7. Music lessons shall be equated as 42/100 of an hour per student (each student = .42 equated hour).

All instruction which is generally inconsistent with State guidelines will continue to be equated for faculty load purposes at .50 for laboratory hours until the amount of instruction per week and the student credit hours for the semester are adjusted to be generally consistent with State guidelines.

When any course is offered for a term which is different from a regular academic year semester, the actual hours of instruction per week shall be adjusted so as to provide equivalent instructional time for the entire term. The change of hours of instruction per week for such shortened or lengthened term shall not affect the computation of equated load for a faculty member.

Section K.10 Physical Fitness Center. The user fee in the Physical Fitness Center will be waived.

APPENDIX L
OTHER FRINGE BENEFITS

Section L.1 Tuition Reimbursement. The Board shall assume the cost of tuition in an amount of not more than $300 plus laboratory fees each year for each instructor who desires to take additional courses, workshops, or summer-long seminars, as defined in Appendix E. Such courses, workshops, and seminars shall be in the area of the instructor's responsibility to the College and shall have been approved by the administration prior to registration. Reimbursement shall be made upon successful completion of the course, workshop, or seminar, and payment of registration, tuition and fees. This benefit is not cumulative. This does not apply when on Sabbatical.

Section L.2 Academic Regalia. The College shall pay the rental charge for academic regalia used by faculty members in graduation ceremonies.

Section L.3 SURS Retirement. The BOARD will tax shelter the employee contribution to the State Universities Retirement System (SURS) provided such a procedure is permitted by the SURS and Internal Revenue Services (IRS) to the maximum amount permited by SURS and IRS.

Section L.4 Retiree Insurance Benefit. Retiring faculty members who have served five years at Carl Sandburg College will be permitted to retain the College's Term Group Life and Health Insurance at the College rates, but at the retiree's expense, provided the carrier will permit such persons to be included in the group. Payments will be made monthly to the College.

APPENDIX M
INTERPRETATION OF ARTICLE 3 WORK STOPPAGE

The Article as it is written is quite restrictive if it is taken completely literally. It clearly says that members of the ASSOCIATION, or the ASSOCIATION, will not instigate, promote, sponsor, engage in or condone any work stoppage, strike, slowdowns, or picketing of any kind or for any reason at the College, including the honoring of other association or union picket lines, during the term of any contract drawn as a result of the Recognition Agreement.

The Article as interpreted in actuality is not that restrictive. The Article refers specifically to those items of policy and practice that concern employment relations. This means that it concerns itself with the contract and items carried under the contract. Picketing, for example, would be clearly prohibited when it results from a labor dispute. Picketing which protested the action of the government toward the Viet Nam war, recognition of Rhodesia, or treatment of minorities would not be prohibited. Picketing on Campus concerning any labor dispute is prohibited. Picketing at other locations would not fall under the jurisdiction of the contract.

In short, things that do not touch upon employment relations or labor disputes are not prohibited. Things which do not deal with employment relations or labor disputes are prohibited.

This interpretation supersedes any other interpretation regarding picketing in the work stoppage clause in the Recognition Agreement.

1987-1990 AGREEMENT BETWEEN

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NUMBER 532

COUNTY OF LAKE AND STATE OF ILLINOIS

AND

COLLEGE OF LAKE COUNTY
FEDERATION OF TEACHERS, LOCAL NUMBER 2394 AFT

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MEMORANDA OF UNDERSTANDING

COMMUNITY COLLEGE TENURE STATUTE

ARTICLE I
PARTIES TO THE AGREEMENT

This agreement is by and between the Board of Trustees of the College of Lake County (hereinafter referred to as the "Board") and the College of Lake County Federation of Teachers, Local No. 2394, AFT, (hereinafter referred to as the "Union").

ARTICLE II
RECOGNITION

A. The Board hereby recognizes the Union as the sole negotiating representative for all full-time members of the faculty of the College of Lake County for all matters hereafter provided. As used herein, "full-time faculty" shall mean faculty assigned twelve (12) or more faculty load hours per normal semester of the regular academic year.

As used herein, "faculty" shall include guidance counselors and librarians, but shall not include the President, Vice Presidents, Deans, Business Manager, Director of Nursing, members of the central administrative staff, associate deans or directors, or similar administrative positions which may be hereafter created. As used herein, "faculty" shall not include those positions described by the Board as "professional" in the College of Lake County Administrative Staff Analysis and Reorganization: Final Report and Recommendation.

As used herein, faculty shall not include any persons employed pursuant to the Comprehensive Employment Training Act (CETA) or comparable program, or any adjunct employees (persons hired for a limited term to carry out the objectives of special projects funded in whole or in part by an external agency for a specific and/or restricted purpose), including but not limited to persons employed to implement a contractual program with the United States Navy for instructing personnel at the Great Lakes Naval Training Center. Any full-time faculty member who enters into a CETA or comparable program, or adjunct employee position shall automatically be placed on General Leave (Article VIII) for the duration of their adjunct position. Service during such General Leave shall not be considered consecutive service pursuant to Article XIX of this Agreement. Notwithstanding the foregoing, during the first year of full-time employment by the College, the Board and the faculty member may agree that the faculty member shall be employed for twelve (12) or thirteen (13) hours during either or both semesters of such first year and compensated at the rate of 12/15 or 13/15 of the amount prescribed in Article XXIX of this Agreement, but all other provisions of the Agreement shall be applicable to such faculty member.

B. The Board agrees not to negotiate with any other faculty organization for the duration of this agreement over matters defined as negotiable herein.

C. The term "faculty" or "faculty members" when used hereinafter in this Agreement shall refer to those persons who are in the unit as defined in Section A of this Article.

D. The Board agrees not to negotiate with any faculty member individually during the duration of this Agreement on matters covered by this Agreement, provided that the foregoing shall not be construed as to prevent the Board from issuing individual contracts of employment to non-tenured personnel for the succeeding academic year, which individual contracts shall thereafter conform with any master agreement entered into by the parties hereto.

The Union agrees not to negotiate with any Board member individually on matters covered by this Agreement.

E. Nothing in this Article shall be construed as to affect in any manner the make-up of a normal faculty load, nor the determination of what is an overload.

ARTICLE III
NEGOTIATION PROCEDURES

A. Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counter-proposals in the course of negotiations, and to reach tentative agreements which shall be presented respectively to the Board and Union for ratification.

B. Negotiations shall begin on such date as shall be mutually agreed upon between the parties, and in the absence of such agreement, no later than February 1st of the year of expiration of contract.

C. The parties agree that they will bargain in good faith--that is, they will deal with each other openly and fairly and endeavor sincerely in the negotiation process to overcome obstacles to agreement.

D. Each party may utilize consultants or advisors as it deems appropriate, provided only that no member of the Board negotiating team will be a member of the faculty, and that no member of the faculty negotiating team shall be an employee of the College who is not a member of the faculty. The parties acknowledge that the designation of the respective negotiation teams is the sole responsibliity of the party represented by such team, that such negotiations teams shall be limited to a reasonable number of persons, and that no member of either party to this contract shall be excluded from participation on such teams (on an itinerant or continuing basis) except as expressly provided herein.

E. When a tentative agreement is reached in all matters, it shall be submitted as soon as reasonably possible to the Union and to the Board of Trustees for ratification.

ARTICLE IV
CHILD REARING LEAVE

A. The Board shall grant Child Rearing Leave to tenured faculty members and to faculty members approved for tenure by the Board of Trustees who apply therefore as provided in this Article. The maximum period of such leave shall be one (1) academic year and the balance of the academic year in which the leave commences, provided a second or successive such leave shall not be granted if the faculty member has not returned to full-time employment for at least two (2) consecutive semesters following completion of the earlier leave. The Board shall also grant Child Rearing Leave to faculty members approved for tenure at the time the leave is considered for approval by the Board of Trustees. The Board may within its sole discretion grant Child Rearing Leave to other full-time faculty members where the denial thereof could work a significant hardship upon the faculty members, provided such grant shall not cause any significant detriment to the College and that the granting or denial of such leave shall not be applicable or precedential to any other application for Child Rearing Leave.

B. In addition to the requirements of Section A of this Article, a faculty member to be eligible for Child Rearing Leave shall be 1) pregnant, or 2) shall have fathered an unborn child, or 3) adopted a child, or 4) become the legal guardian of a child. Application for such Child Rearing Leave shall be made in writing to the President or designee at least one hundred twenty (120) calendar days prior to the anticipated birth of the child. At that time, the faculty member shall provide a written statement from the attending physician indicating the expected date of delivery.

C. The faculty member and the President or designee shall, as a condition of such leave, agree upon a reasonable plan for the commencment and termination of such leave, taking into consideration the particular time factors that pertain. The primary consideration shall be that continuity of instruction for the students be maintained to the maximum possible degree. Any such leave which commences after the close of one academic year, but prior to the commencement of the next academic year, shall commence no later than July 1st. Anything in this Article to the contrary notwithstanding, such leave shall commence on the date the faculty member is unable to continue employment as a consequence of sickness or disablement arising from pregnancy or on the date of delivery of the child, whichever shall first occur.

D. Health and Injury Leave shall not be applicable for the period of the leave, but any accumulated Health and Injury Leave available at the time of the commencement of the leave shall be available upon termination of such leave and return to employment at the College.

E. Child Rearing Leave shall be without pay and without any other benefits which may accrue to any other faculty member, provided a faculty member on Child Rearing Leave may at his/her own expense maintain membership in the group health and group life insurance plans by making timely advance payment of all premiums due to the Business Office at least quarterly. The period of leave shall not constitute experience which qualifies for recognition on the salary schedule, except that any faculty member granted a Child Rearing Leave who has completed six (6) months or more of the academic year prior to commencing the leave shall be deemed to have completed a full year for purposes of any applicable salary schedule.

F. A faculty member who shall adopt a child of six (6) years of age or less shall likewise qualify for Child Rearing Leave as herein before set forth, except that the initial notice to the President shall be given upon the making of application for adoption.

G. A faculty member shall be granted leave of absence without pay for up to twenty (20) consecutive working days if he/she becomes the legal guardian of one (1) or more minors of twelve (12) years of age or younger. Such leave of absence may be extended by the President for an additional period of up to twenty (20) consecutive working days, and may be extended further (not to exceed the period authorized by Section A of this Article) by the Board of Trustees upon a showing that such additional leave of absence is reasonably necessary to assure the well-being of such minors.

H. In all instances where a faculty member shall be granted a Child Rearing Leave of eight (8) or more months duration, notice of intention to return shall be given in writing by the faculty member to the President on or before February 15 of the calendar year in which the faculty member is to return. Failure to so advise the President shall be treated as a notification of election not to return to employment and as a resignation from the College.

I. Should the pregnancy be terminated by other than a live birth, or if the child shall not survive, the faculty member may request the cancellation of the leave if it has not yet commenced, or if the leave is underway, the termination of such leave at an earlier date, and the Board shall grant such request if an appropriate position is available and such will not create any liability for the College with respect to any other person.

J. The period of time on Child Rearing Leave or any year of service less than a full year shall not be credited toward the period of time necessary to qualify for tenured status.

K. A female faculty member who does not qualify for or who does not elect to apply for a Child Rearing Leave shall be entitled to utilize Health and Injury Leave during such time as the faculty member shall be sick or disabled, irrespective of whether such sickness or disablement arose from her pregnancy or the birth of the child. If such faculty member shall exhaust her accumulated Health and Injury Leave prior to the termination of such sickness or disablement which arose from her pregnancy or the birth of her child, she shall be granted leave of absence without pay or other benefits for the balance of such sickness or disablement or until the faculty member shall qualify for temporary or permanent disability payments under the State University Retirement System, whichever shall first occur.

L. A male faculty member shall be granted paternity leave without pay not to exceed twenty (20) consecutive working days upon the birth or anticipated birth of a child which such faculty member has fathered. A plan for the commencement and termination of such leave shall be agreed upon by the faculty member and President or designee, provided such leave shall commence no later than ten (10) working days after the birth of the child. Application for such leave shall be made in writing to the President or designee at least thirty (30) calendar days in advance of the anticipated birth of the child.

ARTICLE V
REDUCED LOAD FOLLOWING LEAVE

A. Tenured faculty members who are returning to employment at the College following either: (a) a Child-Rearing Leave, or b) a Health and Injury Leave necessitated by an illness or injury so serious that a reduced work load is advisable, shall have the right to return to full-time faculty status at 60 percent of the normal full-time load, that is, a load at which no overload pay shall be applicable. Such reduced load may be increased to accomodate normal multiples of class hour assignments, or such reduced load may be increased to any amount by agreement of the faculty member. Such reduced load shall be applicable for a period not to exceed the balance of the academic year in which the faculty member returns from leave, and, if such be less than half of an academic year, one additional academic year, provided such period of reduced load may be extended in the full discretion of the Board and that the granting or withholding of such extension shall not be precedential.

B. When such a faculty member returns with a reduced load, his/her salary and fringe benefits shall be pro-rated.

C. The faculty member shall be eligible for advancement on the salary schedule as provided in Article XXIX of this Agreement if his/her total service during the academic year is equal to at least fifteen (15) hours of full-time teaching for an entire academic year.

ARTICLE VI
SPECIAL EMERGENCY LEAVE

A faculty member shall be granted a Special Emergency Leave of Absence with or without pay to cope with emergency situations which require the faculty member's participation which cannot be processed during times when the faculty member is not assigned to classes or other duties. Written application for such leave shall be submitted as soon as circumstances reasonably permit preceded by appropriate advance oral notice of the leave rationale to the faculty member's immediate supervisor. The President or designee may authorize an extension of such leave with or without pay to permit a faculty member to cope with emergencies which require the faculty member's participation. Such leave with pay shall be chargeable against Health and Injury Leave, provided that in any academic year the first three (3) days used as Special Emergency Leave shall not be so chargeable.

One day of Special Emergency Leave may be taken per academic year to deal with a circumstance which is less than an emergency, but cannot nevertheless be reasonably concluded on a day or at a time when the faculty member is not required to be on campus. This day shall not be taken during the first week of class or the final exam week of any semester, commencement, or the faculty work day before or after any holiday or extended school break. Written notification of such leave shall be submitted as soon as circumstances reasonably permit preceded by appropriate advance oral notice of the leave rationale, which may be the term "personal reasons," to the faculty member's immediate supervisor.

ARTICLE VII
HEALTH AND INJURY LEAVE

A. Each faculty member shall be entitled to fifteen (15) days of health and injury leave for the first full academic year and fifteen (15) days for each academic year thereafter. Unused days shall accrue to a maximum of two hundred sixty-five (265) days in 1986-87, two hundred eighty (280) days in 1988-89, and two hundred ninety-five (295) days in 1989-90. Faculty members who work less than a full year shall receive health and injury leave on a pro rata basis. Faculty members employed during the summer session shall be entitled to additional health and injury leave as provided in Article XXXI.

If a faculty member shall have given written notice of retirement no later than January 15th preceding the fiscal year in which the retirement is effective, and at the beginning of the final academic year of service shall have accrued at least one hundred eighty (180) unused health and injury leave days, he/she shall be assured that on the date of retirement, he/she shall have a minimum of one hundred eighty (180) accumulated health and injury leave days irrespective of the number utilized during such final academic year for illness or disability.

B. Health and Injury Leave is intended for those times when the faculty member is too ill or is prevented by injuries from meeting contractual obligations or where there is a serious illness or death in the immediate family. For purposes of this section, immediate family shall include parents, spouses, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians; and serious illness shall mean one which threatens or appears to threaten the life of the immediate family member or a medical emergency involving such family member. Health and Injury Leave shall not be applicable to surgical or other procedures which may be postponed without significant medical effect to the summer or holiday or vacation period. An affidavit from the faculty member's physician that such postponement will have a significant medical effect shall be determinative.

C. A faculty member's cumulative unused Health and Injury Leave days shall be indicated on the first or second salary installment of the academic year.

D. Absence due either to an injury occasioned by an assault by students or resulting from negligence of the College which occurs while the faculty member is within the scope of employment and is operating in conformance with Board policy shall not be deducted from the faculty member's accumulated Health and Injury Leave. The faculty member shall suffer no loss of salary during such absence, provided the Board is reimbursed the amount of such salary from any salary loss award, judgment, settlement, proceeds of insurance, or other compensation or remuneration which may be received from whatsoever source as consequence of such injury. This paragraph shall cease to apply when the faculty member shall become eligible and begins to receive benefits under the State Universities Retirement System. If the faculty member shall not become eligible for such disability benefits because of the operation of this paragraph, whether because of the accumulation of Health and Injury Leave days or otherwise, this paragraph shall be deemed of no further force of effect, provided the faculty member shall not thereby be deprived of the benefit of all accumulated Health and Injury Leave days prior to commencement of such disability benefits.

E. A faculty member who is either continuously absent from duties during the academic year for more than 150 consecutive calendar days, or intermittently absent for more than 150 out of 210 consecutive calendar days, may be deemed permanently incapacitated. For purposes of the foregoing definitions, time periods shall not be computed anew at the start of a new academic year, but shall be continued for any faculty member who remains ill or incapacitated from the same or a related illness or incapacity which caused the faculty member to be absent the previous academic year.

The determination by the Board that a faculty member is permanently incapacitated shall not be made while the faculty member has any unused Health and Injury Leave. Such determination shall include a finding that there is no reasonable expectation of such disability being overcome prior to the onset of the next academic year. If, during the three (3) calendar years following the determination of permanent disability, the faculty member shall recover, and such is evidenced by a physician's statement, such former faculty member shall be offered the first available employment, full-time or part-time, for which the faculty member is qualified, as defined in Article XX of this Agreement. If such faculty member shall recover from the permanent disability, as evidenced in accordance with this Article, within one (1) year of the determination of permanent incapacity, such faculty member shall retain his/her tenure status. Any former faculty member who recovers within the three (3) year period, in accordance with this Article, shall retain his or her former seniority. The former faculty member shall not invoke the recall procedure more than one (1) time for each disability. A declination of full-time employment shall terminate the Board's responsibility hereunder. The Board may elect, as a condition precedent, to require the former faculty member to secure a second opinion from a physician qualified in the area of such former faculty member's disabililty, which is by one of up to three physicians to be suggested by the Board.

Nothing in this policy shall prevent a faculty member from being deemed permanently ill or permanently incapacitated immediately or in less than 150 calendar days, provided the faculty member presents to the Board a statement from a physician licensed in Illinois to practice medicine in all of its branches acknowledging the permanent nature and duration of the faculty member's illness or incapacity.

Any faculty member who is temporarily ill or temporarily incapacitated and has exhausted all his/her accumulated Health and Injury Leave shall be deemed to be on an unpaid leave of absence for a period of time not to exceed 150 calendar days from the commencement of such illness or incapacity. A faculty member granted an unpaid leave of absence hereunder shall not be entitled to any fringe benefits, but may continue his/her group insurance coverage, provided the carrier agrees to such continuance, upon timely advance payment to the College Business Office of all premiums due.

ARTICLE VIII
GENERAL LEAVE OF ABSENCE

A. A tenured faculty member may be granted up to two (2) year's leave without pay for advance study, an exchange teaching assignment, travel, governmental service, or any other professional experience which is related to the faculty member's field of teaching or employment, or which will improve professional competence as a college faculty member. Nothing herein shall preclude an agreement to provide some form of compensation from the Board during such period of leave. Leave requests shall be in writing, submitted through the appropriate Vice President for consideration by the Board of Trustees and shall include any request for compensation not to exceed $3,000. Benefits and rights accrued to a faculty member prior to the effective date of the leave shall be granted upon return. A faculty member returning from leave shall have the right to return to the same teaching discipline(s). Failure to return to employment upon termination of leave shall constitute termination of employment. Notice of intention to return shall be given by March 15 of the year in which the faculty member plans to return, or if the leave was for less than a year, by such date as shall be established by the associate dean and the President with notification to the faculty member.

B. A tenured faculty member who enters the military service of the United States involuntarily shall be granted leave on an annual basis, renewable upon request up to four (4) years. Notice of intention to return shall be given as provided in the preceding paragraph.

C. The Board may also grant General Leaves of Absence to faculty members with or without pay for other reasons. Such leaves shall not be for more than one (1) academic year in length. Benefits and rights which accrue to the faculty member prior to the effective date of the leave shall continue upon return. In any leave of eight (8) or more months duration, notice of intention to return shall be given in writing by the faculty member to the President on or before February 15 of the calendar year in which the faculty member is to return. Failure to give such notice shall be treated as a notification of election not to return to employment and as a resignation from the College. Failure to return to employment upon termination shall likewise constitute termination of employment.

D. The leave of absence shall be pursuant to other terms and conditions as prescirbed non-precedentially by the Board of Trustees and accepted by the faculty members, including whether such elave shall constitute service pursuant to Public Act 81-1100 (Acquisition of Tenure) and/or experience which qualifies the faculty member for advancement on the salary schedule.

E. The granting of any General Leave of Absence pursuant to this or any other article of this Agreement which by the terms thereof is not mandatory shall be at the sole discretion of the Board and the granting or withholding of any such leave shall not be precedential.

ARTICLE IX
SABBATICAL LEAVES

A. Governing Principles

1. Sabbatical Leaves may be granted for the purpose of improving the quality of services provided to the constituents of the College of Lake County. A member of the faculty who is granted such leave may improve said services by:

    a. Engaging in projects or activities that will result in the development of tangible materials which will improve or enhance the faculty member's assignment at the College or,

    b. Informal or formal advanced study selected to improve the faculty member's competence in his/her assignments at the college or which expands his/her capabilities to serve the college in a designated area of need.

2. Sabbatical Leaves are not intended to provide opportunities for financial gains. Therefore, applications for Sabbatical Leaves shall include a description of any salaries, grants or fellowships expected to be received during the leave period. Following conclusion of the leave, the faculty member shall file a report with the President or designee of all salaries, grants or fellowships actually received during the leave period.

3. Individuals on Sabbatical Leave will receive all rights and privileges of faculty. These include retirement contributions, insurance, hospitalization and salary increments on the faculty compensation schedule. Subject to Paragraph C below, the salary shall be computed as though the individual were performing usual duties at the College.

B. Eligibility

Application for Sabbatical Leave may be made by any faculty member who has been employed by the College in a full-time professional capacity for a minimum of six (6) consecutive contractual academic years.

C. Leave Plans

An eligible employee shall have the option of requesting either of the following plans of sabbatical leaves:

1. One full academic semester on full salary for the semester,

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2. One full academic year of two semesters at one-half of the individual's contract salary for the full year.

D. Application

Eligible applicants shall make formal application in writing to the President not later than February 15 for all sabbatical leave for the subsequent academic year. Applications may also be submitted no later than September 15 for leaves for the subsequent spring semester if such shall be available. Each application shall include:

1. The leave plan desired.

2. The academic period for which the leave is desired.

3. Specific purpose for which the leave is desired and the relationship of said purpose to the person's College assignment.

4. Detailed plan for period of leave, including verification of arrangements, if necessary.

5. Any special arrangements necessary or occasioned by the nature of the leave plan desired, and

6. Salaries, grants, and other payments anticipated during the period of the leave.

Request for Sabbatical Leave shall be reviewed by the Sabbatical Leave Committee for determination of eligibility and recommendation.

E. Sabbatical Leave Committee

The committee to review Sabbatical Leave Proposals from the faculty shall be composed of four (4) faculty members appointed by the Union President and three (3) persons appointed by the President of the College.

F. Criteria for Recommendation

The following criteria should be considered by the committee in making recommendations for assignments of Sabbatical Leave:

1. Benefit to the college--which shall be defined as activities which improve the individual's teaching or service to students at the College of Lake County and is a recognized need by the College. Benefit shall not in any way be construed to mean preparation for teaching at a level other than that which is encompassed in the offerings or programs at the College of Lake County.

2. Completeness, acceptability, and organization of leave plan with verification as required.

3. Priority of application.

4. Previous leaves, if any.

5. Years of teaching experience at the College of Lake County.

6. Reasonable distribution of applicants within the College.

G. Approval

Recommendations for Sabbatical Leave shall be submitted by the President to the Board of Trustees for approval. The approval of any leave may be conditioned in any manner as the Board may deem appropriate. Board approval of sabbatical leaves shall be made not later than January 1 for subsequent spring semester or June 1 for subsequent academic year.

Sabbatical leaves shall be processed by a formal contract between the Board and the faculty member. Such agreement shall include a promise that the faculty member granted the sabbatical leave who shall not return to the College for at least two (2) years immediately thereafter shall repay the salary received from the College during the leave period, provided such repayment may be extended over a period not to exceed two (2) calendar years if such repayment is appropriately secured by other than the promise to repay, and, provided further, that if upon the expiration of the leave such faculty member is precluded from returning to employment because of a medical disability, the obligation to repay shall be deferred until such disability is alleviated as to permit the faculty member to return to employment.

H. Reporting

As a condition of such leave, the Board may provide that the faculty member submit a comprehensive report with respect to his activities during the period of such leave.

I. Number of Leaves

The Board shall annually budget sufficient funds to implement at least four (4) semesters of paid faculty sabbatical leaves per academic year. These funds may be allocated so an individual faculty member shall receive at least one (1) and no more than two (2) semesters of paid leave, provided a faculty member granted such leave may also be granted an equal amount of leave of absence without pay. The leave shall be granted if the applications are determined to be meritorious by the Sabbatical Leaves Committee and by the President. The President shall recommend the number and length of leaves to be granted after consultation with the Committee.

ARTICLE X
SUBSTITUTION

A. A faculty member required to substitute for another faculty shall be compensated at the rate of $16.00 per faculty load hour. Nothing herein stated shall preclude at the faculty member's option an informal arrangement to handle substitution on a reciprocal basis. Substitution, if successive, shall in no instance exceed two consecutive weeks of the entire course (if at least eight calendar weeks in duration), or such lesser time as the Vice President for Educational Affairs or designee shall deem appropriate under all the circumstances. Substitution in excess of the foregoing shall be compensated pursuant to Article XVIII of this Agreement.

B. This Article shall be applicable to substitution of faculty members attending meetings or conferences or the like (other than those attended at the request of the Board), provided the Associate Dean, or designee, may otherwise determine, and if so determined, such exception shall be non-precedential and in the sole discretion of the Associate Dean or designee.

C. In no event shall compensation for substitution apply to a faculty member during a time period when such faculty member is regularly assigned but not including office hours.

D. Nothing herein shall preclude an informal arrangement by which one faculty voluntarily agrees to substitute without compensation for a faculty member who has been authorized to be absent from his/her regular assignment where the substituting faculty member is qualified to teach the affected class.

ARTICLE XI
MEDICAL EXAMINATION

If the Board shall require a faculty member to secure a medical examination and/or consultation by any physician, it shall pay the entire fee therefor. When the Board requires a medical examination of a faculty member, the reason(s) requiring such examination shall be given in writing to the faculty member. The Board shall designate at least three (3) qualified physicians from which the faculty member shall select one. The faculty member may have his/her personal physician submit any pertinent data to the Board. This paragraph shall not apply to nor affect the right of the Board to require a newly employed faculty member to secure a medical examination or to produce evidence of being medically able to fully perform all duties.

ARTICLE XII
COLLEGE CALENDAR

The President of the College shall annually (but not later than November 15) appoint a committee to prepare a calendar for recommendation to the Board of Trustees. Such committee shall include at least three (3) tenured faculty members who shall be selected from a list (of not less than four (4)) provided by the Union president or designee no later than November 1.

The Board shall foster procedures which allow the rotation of faculty members' participation in the registration process.

ARTICLE XIII
USE OF COLLEGE FACILITIES

A. The Union shall have the right to hold its membership meetings on College property provided such meeting will in no way interfere with any aspect of the instructional or administrative program, that such meeting entails no additional maintenance or custodial expense, and that the facilities are available. When such meeting entails additional maintenance or custodial expenses, the Board may make a reasonable charge therefor. The Union shall contact the Dean of Business Services or designee regarding the availability of the desired College facility and make advance reservations for such prior to scheduling any meeting which is to be held on College property. This paragraph shall be inapplicable to any meeting of more than twelve (12) persons where less than ninety percent (90%) of those attending are employees of the College.

B. Appropriate representatives of the Union shall have access at reasonable times to the college facilities and equipment without cost, including typewriters, mimeographing machines and other duplicating equipment, calculating machines, and audio-visual equipment. Use of equipment and consumables shall be subject to the approval of the Dean of Business Services or designee. The Union shall reimburse the Board for any consumables and for the cost of repair due to negligent operation of such equipment occasioned by the use thereof by the Union. The use of such equipment shall be on site, shall not interfere with the instructional or administrative program of the college, and shall be subject to reasonable regulation as shall be prescribed by the Dean of Business Services or designee.

C. The Union shall have the right to place notices on bulletin boards designated for faculty use and in faculty members' mailboxes. All bulletin board notices shall be signed or initialed by an authorized Union representative. A copy of any item placed in faculty mailboxes shall be concurrently furnished the President or designee, except this requirement shall not be applicable to any material which shall be individually addressed to a specific faculty member(s).

D. The Board shall provide the Union with an office for use by the Union for legitimate Union business. The office shall be equipped with a desk, desk chair, filing cabinet and bookcase, provided that thereby the Board shall incur no responsibility or liability of whatsoever nature for such desk, cabinet and bookcase. A telephone shall be provided for said office, provided that the Union shall be responsible for reimbursing the Board for the cost of all long distance calls made on the Union's telephone. A mailbox shall be designated for mail addressed to Union officers.

ARTICLE XIV
COURT APPEARANCE

A faculty member summoned to court for jury duty or as a subpoenaed witness in which the individual is not a litigant (except as a named defendant as a consequence of actions performed within the scope of employment at the College) shall be granted leave of absence with pay to attend. A deduction shall be made from pay in an amount equal to the compensation received for such duty or attendance, provided such deduction shall not include reimbursement for travel or meal expenses. If the faculty member is a litigant (except as a named defendant as a consequence of actions performed within the scope of employment at the College) in a court appearance, this Article shall not be applicable for more than three (3) days in any single academic year. A faculty member so summoned shall make every effort to meet classes and other obligations when services are not required by the court.

ARTICLE XV
OUTSIDE COMMITMENTS

Employment by the College must be regarded as a full-time profession which demands the full interest and energies of a faculty member; therefore, any outside commitment must not interfere with the performance of the regular duties of the faculty member or adversely affect proficiency. Any outside commitment which would conflict with a faculty member's contractual obligations to the College shall be avoided. Within this limitation, faculty members are encouraged to participate in community service and related activities.

ARTICLE XVI
TUTORING AND OTHER SERVICES

Faculty members shall accept no remuneration, directly or indirectly for tutoring or supplying services or equipment of any kind to members of their own classes except as specifically contracted or requested by the College. No tutoring, for which a faculty member receives a fee, shall be permitted on the campus of the College of Lake County, nor will any of its facilities or equipment be used for such purpose. Faculty members shall not use their relationship as a teacher or as an employee to solicit business or seek financial enrichment from any student at the College. A faculty member shall not conduct any business on the campus of the College on a continuing basis for financial gain (other than as authorized by or contracted with the Board).

ARTICLE XVII
OFFICE HOURS

A. Faculty members shall be required to keep ten (10) office hours per week. An office hour is defined as a period in which the faculty member is physically present in one's office and at a time convenient to students.

B. Faculty members shall keep at least one (1) office hour each day, Monday through Friday, except when the College shall not be in session, and except one of such days in the week may be omitted if the faculty member is not regularly scheduled to teach on such day (provided the foregoing exception shall not be construed to excuse the faculty member from other responsibilities which may occur on such day, including the necessary advance scheduling of appointments with students).

C. If the faculty member shall be required to be elsewhere on the campus for a prolonged period of time during scheduled office hours, notice thereof shall be posted in a conspicuous manner and place and shall indicate when the faculty member will return. Faculty members shall post a schedule of their office hours at the beginning of each semester and a file copy of the same with the associate dean.

D. If granted release time for responsibilities which require the faculty member to routinely be off campus for the entire work day (8:00 A.M. to 4:30 P.M.), such faculty member shall be exempt from office hours on such day. In addition, the total number of required office hours shall be reduced by the same ratio as the number such released hours is to fifteen (15), provided that in no event shall the faculty member be exempt from more than four (4) office hours. This section shall not be applicable to off-campus instructional assignments.

ARTICLE XVIII
FACULTY LOAD AND OVERLOAD

A. Full-time faculty who teach more than thirty-two (32) equated faculty load hours during the academic year shall be compensated for the equated faculty load hours in excess of thirty (30) at a rate of $375.00 per equated faculty load hour during the 1987-88 academic year, $390.00 during the 1988-89 academic year, and $405.00 during the 1989-90 academic year.

B. Overload during a particular semester shall be compensated at the rate of one-half (1/2) of the equated faculty load hours in excess of seventeen (17) equated faculty load hours; however, such compensation for semester overload shall be deducted from the compensation due for those individuals exceeding the required load for an academic year as prescribed in Section A above.

C. Acceptance of overload assignments in excess of sixteen (16) equated faculty load hours during a particular semester, or as otherwise provided in Section D of this Article, shall be voluntary and shall be described in a written memorandum concurred in by the faculty member and the associate dean or designee. The faculty member shall inform the associate dean or designee of his/her desire to teach overload classes no later than one (1) month prior to the beginning date of the semester or session in which the overload is to be taught.

D. In determining equated faculty load hours, an activity or a laboratory hour shall be computed as an equivalent to three-fourths (3/4) of a regular class hour, provided that activity and/or laboratory hours in ARC, BCT, BIO, CHM, CIV, DEA, DFT, DPR, EGR, ELC, ELT, FLU, GEO, MLT, MRT, MTH, NUR, OHT, PHY, RAC, WLD, and WWW shall be computed as equivalent to .85 of a regular class hour, and provided further for faculty members teaching courses with one of the foregoing prefixes overload assignments shall be voluntary in excess of seventeen (17) equated faculty load hours during a particular semester or in excess of thirty-four (34) equated faculty load hours during an academic year.

Joint committees, each comprised of two (2) administrators appointed by the Vice President of Educational Affairs or designee and two (2) faculty members appointed by the Union President or designee shall be created to review course prefixes which, on the effective date of this Agreement are compensated at the .75 ratio. Such review shall be for the purpose of determining whether such course prefixes appropriately qualify for the .85 lab-to-lecture ratio or whether they should be retained at the .75 ratio. If a majority of such committee shall agree, the ratio shall be converted to .85 effective with the following semester, which includes summer school. Such review shall be initiated upon the written application to the Vice-President of Educational Affairs or designee by three (3) faculty members teaching courses with such prefixes, or by 50% of the department thereof, whichever shall be the lesser number. Such review shall occur in the order in which such applications are filed, but not more than once during this Agreement, provided that priority shall be given to those prefixes which were not in existence prior to the 1981-82 academic year.

E. Faculty who seek overload assignments shall be preferred over part-time instructors, qualifications being equal.

F. A faculty member on leave of absence for a semester shall be deemed to have had a faculty load of fifteen (15) equated faculty load hours during such semester for purposes of computing overload for the academic year.

G. The equated faculty load of a pre-packaged telecourse or equivalent shall be counted as normal class lecture. A faculty member shall not be required to teach such telecourses unless necessary to provide a full load for such faculty member.

ARTICLE XIX
TENURE

A. The parties acknowledge the Public Act 81-1100 amended the "Public Community College Act" effective January 1, 1980 (a copy of which is reprinted at the end of this Agreement for informational purposes only) with the purpose of providing for the acquisition of tenure of certain faculty members and for other purposes. If a court of competent jurisdiction shall nullify such Public Act or interpret such Public Act as to be prospective only as regards the acquisition of tenure, or if it shall be repealed by the General Assembly, the parties agree to promptly execute an amendment to this Agreement adding the provisions regarding acquisition and retention of tenure as were contained in the Agreement between the parties during the 1978-79 and 1979-80 years.

B. Any dispute with respect to any matter arising under Public Act 81-1100 shall be submitted and processed pursuant to the provisions of Article XXXIX of this Agreement, provided that the arbitration provisions of Article XXXIX shall not be applicable, unless mutually agreeable.

C. In all cases where the conduct or performance of a tenured faculty member has been such that it could lead to a formal dismissal proceeding against him for cause, such formal proceeding shall be preceeded by an informal meeting. Such meeting shall include the Vice President for Educational Affairs or designee and the appropriate associate dean or designee, and shall be held at a reasonable time. The affected faculty member shall have the right to be present and present such information as deemed pertinent, and to be accompanied thereat with a representative. The President or designee shall be invited to attend. The meeting shall be for the purpose of advising the faculty member of the nature of the conduct or peformance which has led to the possibility of a dismissal and, except in non-remediable cases, discuss ways to improve the conduct or performance short of formal dismissal proceedings. Any material of a derogatory nature which is to be used in a dismissal procedure shall be tendered to the faculty member for initialling before being permanently entered into the faculty member's personnel file. Initialling shall mean only that the faculty member acknowledges receipt of the material, not that the faculty member necessarily agrees with the content of the material. The source of such materials shall be identified.

ARTICLE XX
REDUCTION IN STAFF
(Including Minimum Qualifications)

A. If the Board shall determine that it is necessary to decrease the number of tenured faculty employed by the Board or to discontinue or reduce some particular type of teaching service or program, written notice of termination of employment by personal service or by certified mail shall be given to all affected faculty members and the Union, on or before March 1st, such to be effective at the close of the academic year. In such instances, the Board shall first terminate non-tenured faculty members who are in the affected areas(s) prior to terminating any tenured faculty so involved.

B. If tenured faculty must be affected, all such shall be in inverse order to the number of years of continuous full-time service to the College as a faculty member. Periods of leaves of absence shall not be deemed to interrupt continuous service, but any period of leave for which advancement on the salary schedule is not granted shall not be included in the years of service. Tenured faculty members on leave of absence at the time a reduction of staff is effectuated shall be treated no differently than other faculty members. If the number of years of service are the same, the selecting of the tenured faculty member(s) to be affected shall be within the discretion of the Board.

C. Tenured faculty members in an affected teaching service or program shall not be released if part-time and/or overload assignments in the affected area are being maintained which would constitute a full-time load for which the released faculty member is fully qualified to teach and which can be reasonably scheduled. If the Board shall determine to restore an affected teaching service or program which necessitates an increase in full-time faculty (i.e., when course offerings, enrollments, or student needs for at least one academic year are sufficient in the affected area so as to justify the employment of a full-time faculty member) or to restore individual faculty positions in any affected area, prior to the beginning of the third academic year following the year the faculty member(s) was terminated, the Union shall be notified. Such added position(s) shall be first offered to qualified faculty member(s) released in inverse-order to the order of termination. Such offer shall be sent by certified mail to the faculty member's last known mailing address. If the notified faculty member(s) accepts the restored position(s), there will be no loss in tenure status. If the faculty member does not respond affirmatively by certified mail within ten (10) calendar days of receipt of such offer of reemployment, the Board's obligations hereunder shall be terminated.

D. Guidelines for minimum teaching qualifications or academic support qualifications shall be established for each academic discipline or academic support area within the College, by the full-time faculty teaching courses in that discipline or by full-time faculty in each academic support area. Qualifications may be stated in terms of degree(s), credit hours in the subject area, certifications, industrial experience and teaching experience as appropriate. Such qualifications shall become immediately effective upon their ratification by the President or designee, provided such ratification shall not be arbitrarily withheld or delayed. If any such qualifications have not been submitted to the President or designee within one hundred eighty (180) calendar days of the date of execution of this Agreement, the President or designee shall have the right to promulgate such qualifications without faculty involvement therein.

ARTICLE XXI
CAREER PROGRAM COORDINATORS

A. Designation of coordinators for occupational programs shall be made annually by the Board, subject to acceptance by the faculty member, provided in an emergency temporary appointments may be made, and provided where only one (1) full-time faculty member is employed in the program a non-voluntary appointment may be made until some appropriate alternative may be implemented. Such emergency or temporary appointments shall be so indicated when presented to the Board for final approval. Appointments shall be for the entire academic year unless otherwise agreed to by both parties. Appointments typically shall be made no later than May 1.

B. Prior to such appointment, the coordinator-designate and designated administrators shall analyze the goals and objectives of the specific career program to serve as a basis for establishing an appointment agreement. The Board shall identify the coordinator's immediate supervisor.

C. The Board shall make readily available a general job description for coordinators, provided such shall not preclude the inclusion or exclusion of specific responsibilities pursuant to the preceding Section B.

D. The normal load for coordinators shall be three (3) faculty load hours per semester. Additional faculty load hours to a maximum of nine (9) per academic year in toto may be granted by the Board. Coordinators of program areas with limited enrollments or requirements may receive less than the normal load for coordinators.

E. Nothing herein shall be construed as precluding an agreement between the Board and an individual faculty member wherein acceptance of the duties of coordinator shall be incorporated into regular duties of the faculty member.

F. Summer coordination shall be voluntary on the part of the faculty member. Responsibility and compensation shall be memorialized prior to the onset of the summer session. The Board shall seek to determine the necessity for summer coordination prior to May 1 preceding the summer session.

ARTICLE XXII
CABLE AND TV COURSES

If a faculty member shall teach a course and/or participate in a presentation which is recorded for videotapes or cassettes, the faculty member and the College shall agree upon additional compensation and/or released time. If such agreement shall be sought but not attained, the Board shall include such item(s) within negotiations for the next successive bargaining agreement, and any understandings reached therein with respect to such recordation shall be retroactive to include any such recordation which occurs during the term of this Agreement.

ARTICLE XXIII
ACADEMIC FREEDOM

It is assumed that each faculty member shall engage in those activities which shall at no time be detrimental to the College. Faculty members shall be free to present instructional materials which are pertinent to the subject and level taught and shall be expected to present all facets of controversial issues in an unbiased manner.

Faculty members are encouraged to participate in any activity or organization that is not in direct violation of the policies of the Board of Trustees of Community College District 532 or of the laws of the State of Illinois or the United States of America. The Board of Trustees of Community College District 532, or its appointed adminstrators, shall not discriminate in any way against any faculty member by reason of participation or membership in faculty or student organizations, religious, political, social, or which is not in violation of the policies and laws described above.

Academic freedom is defined in the following Statement of Principles established by the American Association of University Professors, which is set forth herein as an expression with which the parties find agreement as a statement of general objectives and guidelines.

A. The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

B. The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matters which have no relation to his subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

C. The College or university teacher is a citizen, a member of a learned profession, and an officer of an education institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence, he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinion of others, and should make every effort to indicate that he is not an institutional spokesman.

ARTICLE XXIV
NON-DISCRIMINATION

The Board shall not discriminace against any faculty member by reason of membership in the Union or participation in any lawful activities of the Union or in negotiations with the Board.

ARTICLE XXV
REPRESENTATION REFERENDUM

An organization that desires to challenge the right of the Union to represent the faculty members as bargaining agent shall follow the procedures therefor as set forth in the Illinois Educational Labor Relations Act and the Rules and Regulations promulgated thereunder. If for any reason such Act shall be repealed or amended as to be inapplicable to a representation challenge, the following procedures shall apply:

1. The challenging organization must submit a letter, requesting an election for bargaining rights along with signed and dated petition forms to the Secretary of the Board by certified mail. The petitions must contain the signatures of at least thirty (30) percent of the full-time faculty. The signed petitions shall be in a sealed envelope.

2. At the same time the certified letter is sent to the Board, copies of this letter shall be sent to the President of the College, and the President and the Secretary of the Union by certified mail.

3. A letter of challenge and the accompanying petitions can be filed only in an academic year when an existing contract between the Board and the Union will expire. The challenge must be filed between November 1 and December 1.

4. The signatures of all petitions must be dated with no date in excess of ninety (90) calendar days from the date of submission of the letter of challenge.

5. Upon receipt of the letter and the petitions, the Secretary of the Board shall furnish to all contending parties a complete list of faculty members eligible to execute such a petition. Any objections to such an eligibility list shall be filed with the Secretary of the Board within five calendar days of the receipt of the list. The sealed envelope with the petitions and the eligibility list (together with any unresolved objections thereto) shall be transmitted to a third party mutually agreeable to the Secretary and to the contending parties. The third party shall determine whether or not the requisite number of signatures appear on the petition (without counting any persons who are objected to in the aforementioned procedure).

    a. If the parties cannot agree on a third party, the American Arbitration Association shall be utilized. The cost of such arbitration shall be borne by the challenging party.

    b. If a determination of the adequacy of the petition cannot be made without resolving the objections, the matter shall be referred to the American Arbitration Association for a binding determination of all questions pursuant to expedited Arbitration procedures. All costs of this procedure shall be borne by the challenging party.

6. Upon determination of the adequacy of the petition, an election shall be scheduled and conducted within 15 calendar days. The parties shall enter into an election agreement to determine all issues incident to such an election. In the absence of such an agreement, the election shall be conducted by the American Arbitration Association under rules and procedures which it shall promulgate. The cost of the election (but not including the campaign, legal, representational or poll-watching expenses of any of the contending parties) shall be borne by the challenging party.

7. The election shall be decided in favor of the party receiving a majority of the ballots cast.

8. In cases where no organization received a majority of the votes cast, there shall be a run-off election between the two organizations receiving the most votes. Such election shall be held within five (5) employment days of the indecisive election.

ARTICLE XXVI
DUES CHECK-OFF

A. The Board shall deduct from the salary of each faculty member current membership dues of the Union, provided that at the time of such deduction there is in the possession of the Board a current written authorization for such dues deduction executed by such faculty members, subject to the following:

1. Such authorization shall specify the amount of dues to be deducted from each faculty member's salary for the second semester.

2. All deductions shall be in the first ten (10) payrolls after January 1st.

3. The deduction for each faculty member shall be identical for each payroll.

4. Faculty members employed on or before the start of the academic year shall present such authorization to the Business Office no later than January 1st.

5. In no event shall such dues deductions include any sum earmarked for political, legislative or religious purposes.

6. Such authorization shall be revocable by the faculty member giving written notice of such revocation to the Business Office, such to be effective not later than thirty (30) calendar days thereafter. Revocation shall be deemed to have been given upon termination of employment.

B. The Board shall transmit to the President of the Union or designee all dues deducted hereunder no later than twenty (20) calendar days following each payroll.

C. The Union shall indemnify and save harmless the Board from any and all claims, demands, suits and costs resulting from any reasonable action taken or omitted by the Board for the purpose of complying with the provisions of this Article.

ARTICLE XXVII
FAIR SHARE

A. A faculty member who does not join the Union will execute an authorization for the deduction of a sum equivalent to the proportionate share of the cost of the services rendered by the Union in the same manner as provided in Article XXVIII, or a like sum.

B. In the event such an authorization is not signed within thirty (30) days following the commencement of employment of the faculty member or the effective date of this Agreement, whichever is later, the Board shall deduct such amount in equal payments from the regular salary check of the faculty member in the same manner as provided in Article XXVIII.

C. The Union, the Illinois Federation of Teachers and the American Federation of Teachers agree to defend, indemnify, and hold the Board harmless against any claims, demand, suit, or other form of liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that this Article shall not apply to any claim, demand, suit or other form of liability which may arise as a result of the Board's failure to comply with the obligations imposed upon it by this Article.

D. The Union shall annually certify to the Board the amount constituting each non-member employee's share. Such certification shall be made in writing by the Union President or designee at the time he/she notifies the business office of regular member dues. In the event a faculty member objects to the amount of such fee, the Union shall place the objecting faculty member's fees in a blind escrow or blind trust pending final determination on the appropriateness of the fee imposed. Such determination shall be made only after a hearing as required by law before the Illinois Educational Labor Relations Board, any impartial fact-finder appointed by the IELRB, or as otherwise required by law. If the faculty member is entitled to a refund, the faculty member shall receive such refund plus any interest earned on the refund during pendency of the action.

E. If a non-member faculty member declares the right of non-association based upon bona fide religious tenets or teaching or a church or religious body of which such faculty member is a member, such faculty member shall be required to pay an amount equal to the faculty member's proportionate share to a non-religious charitable organization mutually agreed upon by the faculty member and the Union. If the faculty member and the Union are unable to reach agreement on the matter, a charitable organization shall be selected from a list established and approved by the Illinois Educational Labor Relations Board in accordance with its rules.

ARTICLE XXVIII
PAYROLL

A. Full-time faculty members shall have the option of receiving their paychecks in 20, 22, 24, or 26 installments. The choice of payroll plans shall be made no later than the sixth (6th) employment day preceding the first (1st) payroll of the academic year. Once decided upon, the payroll option shall not be changed without the approval of the Vice President for Administrative Affairs or designee. If no choice of payroll plan is made, payment shall be on the basis of the prior year selection.

B. Summer session instructors shall receive their summer salary in four installments according to summer pay policies.

C. Provisions shall be made with the Vice President for Administrative Affairs for payroll deductions according to policies of the Board.

D. Payment for overload shall be made at the faculty member's option either in equal pay period installments during the semester in which the overload is contracted or in one lump sum at the completion of said semester.

E. Where feasible, checks for compensation other than salary shall be issued separately from regular payroll compensation checks, provided such shall not imply an obligation to issue such non-payroll checks more often than monthly.

ARTICLE XXIX
COMPENSATION
(Including Approved Credit and Column Movement)

Fall Semester, 1987-88 Compensation Schedule

Step	A	B	C	D	E	F
10	35540	37317	39184	41442	43199	45359
9	33687	35371	37141	38997	40949	42994
8	31931	33528	35204	36965	38813	40754
7	30266	31779	33369	35037	36790	38630
6	28689	30123	31630	33210	34872	36615
5	27193	28552	29981	31480	33053	34707
4	25775	27065	28418	29838	31330	32897
3	24431	25653	26936	28283	29696	31182
2	23158	24316	25531	26809	28149	29556
1	21951	23049	24201	25410	26682	28015

Spring Semester, 1987-88 Compensation Schedule

Step	A	B	C	D	E	F
10	37822	39607	41482	43450	45517	47687
9	35960	37652	39429	41295	43256	45311
8	34195	35799	37484	39253	41110	43060
7	32522	34043	35640	37316	39077	40925
6	30938	32379	33893	35481	37150	38901
5	29434	30800	32235	33742	35322	36984
4	28010	29306	30666	32092	33591	35165
3	26660	27887	29176	30529	31950	33442
2	25380	26544	27764	29048	30395	31809
1	24168	25270	26429	27643	28921	30260

Fall Semester, 1988-89 Compensation Schedule

Step	A	B	C	D	E	F
10	39902	41785	43764	45840	48020	50310
9	37937	39723	41598	43566	45635	47803
8	36075	37768	39546	41412	43371	45428
7	34311	35915	37600	39369	41226	43176
6	32639	34160	35757	37432	39193	41040
5	31053	32494	34008	35598	37265	39018
4	29551	30917	32352	33857	35439	37099
3	28126	29420	30781	32209	33707	35282
2	26776	28004	29291	30646	32067	33559
1	25497	26660	27882	29163	30511	31925

Spring Semester, 1988-89 Compensation Schedule

Step	A	B	C	D	E	F
10	40091	41983	43971	46057	48248	50548
9	38117	39911	41795	43772	45851	48030
8	36246	37947	39733	41608	43577	45643
7	34474	36085	37778	39555	41422	43381
6	32794	34322	35926	37609	39379	41235
5	31200	32648	34170	35766	37442	39203
4	29691	31064	32506	34017	35607	37275
3	28259	29560	30926	32361	33866	35449
2	26903	28136	29430	30791	32219	33718
1	25618	26787	28014	29302	30656	32076

Fall Semester, 1989-90 Compensation Schedule

Step	A	B	C	D	E	F
10	42937	44964	47093	49327	51673	54137
9	40823	42745	44763	46880	49107	51440
8	38820	40641	42554	44563	46671	48884
7	36921	38647	40461	42364	44363	46461
6	35122	36758	38477	40280	42174	44163
5	33416	34966	36596	38306	40100	41986
4	31799	33270	34813	36433	38135	39922
3	30266	31659	33122	34659	36271	37966
2	28813	30134	31520	32977	34507	36112
1	27437	28688	30003	31382	32832	34353

Spring Semester, 1989-90 Compensation Schedule

Step	A	B	C	D	E	F
10	43138	45174	47313	49557	51915	54390
9	41014	42944	44972	47099	49336	51680
8	39001	40831	42753	44771	46889	49112
7	37094	38828	40649	42561	44570	46678
6	35286	36930	38657	40468	42371	44369
5	33572	35129	36766	38485	40287	42182
4	31947	33425	34976	36603	38313	40108
3	30407	31806	33277	34821	36440	38143
2	28947	30275	31667	33131	34668	36280
1	27565	28822	30144	31529	32986	34514

B. Column Definitions

The compensation schedule consists of six columns defined as follows:

Column A:	(a) Master's Degree in subject area or (b) Bachelor's Degree and at least three (3) years of approved experience in a related technical field.[1]
Column B:	(a) Forty-five (45) semester hours of approved graduate credit (including a Master's Degree) of which at least one-half are in the subject area or (b) Bachelor's Degree and at least three (3) years of approved experience in a related technical field and twenty-two (22) semester hours of approved credit directly related to the subject area or the instructional function.[1]
Column C:	(a) Sixty (60) semester hours of approved graduate credit (including a Master's Degree) of which at least one-half are in the subject area or (b) a Bachelor's Degree and at least three (3) years of approved experience in a related technical field and forty-five (45) semester hours of approved credit (including a Master's Degree) of which at least three-fourths are directly related to the subject area or the instructional function.[1]
Column D:	(a) Seventy-five (75) semester hours of approved graduate credit (including a Master's Degree) of which at least one-half are in the subject area or (b) a Bachelor's Degree and at least three (3) years of approved experience in a related technical field and sixty-seven (67) semseter hours of approved credit (including a Master's Degree) of which at least sixty percent (60%) is directly related to the subject area or the instructional functions.[1]
Column E:	Ninety (90) semester hours of approved graduate credit (including a Master's Degree) of which forty (40) hours are in the subject area.
Column F:	Earned Doctorate in the subject field or an earned Doctorate with a minimum of forty (40) hours in the subject field.

(1) Applies to instructors in career fields assigned at least fifty percent (50%) of their teaching load in courses designated with career course prefixes. The approved experience must be practical work experience and must be directly related to the teaching assignment. At any time that the instructor's assignment falls below the specified fifty percent (50%), compensation schedule placement will be reviewed for the following year's contract.

C. Special Faculty

Faculty in fields where experience and performance may be legitimately substituted for academic training may be employed at a rate commensurate with their pay in business and industry. The initial step and placement of such faculty members shall be within the sole discretion of the Board, but once placed upon the compensation schedule, the faculty member shall advance solely in accordance with the terms of this Article.

D. Approved Credit

Approved credit for the purpose of this salary schedule is defined as follows:

1. Academic credit in the subject area.
2. Academic credit which qualifies for tuition reimbursement pursuant to Article XXXVI of this Agreement.
3. Academic credit in courses which contribute to effective performance of assigned duties at the College.

The appropriate Vice President shall determine in advance whether courses fall within any of the foregoing, provided that in all instances to receive credit the course must be satisfactorily completed with a grade (if such be awarded) of "C" or higher or "Pass" on a pass/fail basis, and such credit shall have been awarded in graduate courses by regionally accredited institutions of higher learning.

In lieu of academic credit, the appropriate Vice President may also approve work in institutes, seminars, or other types of academic or non-academic experiences. In such cases the Vice President will determine the equivalent academic credit. Such determination shall be on a case-by-case basis, and the determination in one instance shall not serve as a precedent. Such determination shall not be subject to the provisions of Article XXXIX (Grievance Procedure) hereof.

E. Advancement on the Compensation Schedule

1. Advancement on the compensation schedule is upon recommendation of the President of the College.

2. Advancement is based upon demonstration of successful teaching and performance of duties. Normally, faculty will be recommended annually for advancement in compensation by one step in the appropriate compensation column, but such advancement shall not occur as a matter of right.

3. Similarly, less than satisfactory performance may result in withholding a recommendation for placement.

4. On the basis of supporting evidence (an official transcript), an employee shall be reclassified annually prior to the beginning of the fall semester by movement to the appropriate column for which qualified. Such evidence shall be filed on or before September 30, or evidence of a written letter indicating a request for transcripts must be filed with the Director of Personnel or a designee within ten (10) days of completing a course(s).

F. Payment to the State Universities Retirement System

From the Compensation Schedules the Board shall deduct and remit for each faculty member the sum equal to eight percent (8%) of the amount due such faculty member pursuant to the Compensation Schedule to the State Universities Retirement System to be applied for the retirement account of such faculty member. It is the intent of the parties by this Agreement to qualify these payments as employer payments under Section 414(h) of the Internal Revenue Code. The faculty members have no right or claim to the funds so remitted except as they may subsequently become available upon retirement or resignation from the State Universities Retirement System.

The balance of the amount due each faculty member pursuant to such Compensation Schedule shall be payable to the faculty members as salary in installments as otherwise provided herein, provided the Board shall deduct therefrom all monies as required by law or as authorized by the faculty member pursuant to this Agreement, or as otherwise authorized by the Board. Such withholding shall include any and all additional amounts required to be paid to the State Universities Retirement System for the account of such faculty member.

This provision shall be applicable to all faculty members without exception and is granted to assure future provision of services by faculty members.

ARTICLE XXX
EARLY RETIREMENT

A. Early Retirement Incentive Plan

Eligibility - This program shall be open to all full-time faculty who, on July 1 of the fiscal year in which they elect to retire, are at least 55 years of age, but who have not reached 65 years of age, and who have been employed by the College of Lake County on a full-time continuous basis during each of the fifteen (15) years next preceeding the date upon which their early retirement shall commence. In determining such full-time continuous employment, a leave of absence shall not be considered an interruption thereof.

Application Procedure - Application for participation in the program shall be submitted in writing by the employee to the appropriate Vice-President or designee, no later than January 15 preceeding the fiscal year in which the employee requests that the early retirement commence, provided such deadline may be waived by the Board of Trustees in its sole discretion and without precedential effect.

The Board may limit the number of faculty who may retire under this Article in any year to 15% of those faculty eligible to participate, provided that the Board may limit the number of faculty who may retire under this section within a particular teaching service or program.

Effective Date - The effective date of the early retirement program shall be January 1, 1986.

Termination - This program will remain in effect until terminated by the Board of Trustees. In the event of such termination, all existing retirement contracts between the Board and the retiree will remain in effect through the term of each contract.

Statutory Early Retirement.

If an eligible faculty member elects to participate in the early retirement program authorized by Public Act 82-435 (as originally enacted or as it may be extended) as a part of the State Universities Retirement System (SURS) Pension Program, the Board shall pay the faculty member's required contribution as well as the Board's contribution.

Non-Statutory Early Retirement.

Applications for non-statutory early retirement shall include a plan for rendition of appropriate service to the College during the period of early retirement. Service plans shall show a benefit to the College. Such services shall not be inappropriate solely because they are rendered off campus. No early retirement shall be granted unless the application has first been reviewed by the President of the College and found to be in the best interest of the College and final approval granted by the Board of Trustees.

During the period of early retirement, the retiree shall be an independent contractor and not an employee of the Board. The retiree may be requested by the President to render a service to the College if a specific situation arises necessitating the expertise of the retiree.

A faculty member retiring pursuant to this sub-section shall annually receive 25% of his/her final base salary (exclusive of any stipend, overload, fee or extra payment of any kind) payable monthly (commencing as soon as allowed by law) for a period of sixty (60) months. If the faculty member is over the age of 60 on the day following the last day of his/her last full academic year of employment, such amount of 25% shall be reduced by 3% for each year the retiree's age exceeds 60. The Board's obligations hereunder shall cease upon the death of the retiree or upon the failure of the retiree to satisfactorily perform the agreed upon service.

B. Insurance Coverage

The Board shall provide early retirees with group medical insurance coverage, provided such retirees were participating in such coverage on the effective date of retirement. The early retiree shall pay all premiums in conjunction with such medical insurance coverage unless the retiree shall elect to purchase insurance from other than through the College's program. If the early retiree elects to remain in the College group medical insurance program, he/she shall also have the option to purchase dependent coverage through the College's group insurance program if dependent coverage is in effect at the time and date of retirement. If the early retiree reaches the age of sixty-five (65) during the period of retirement, the College medical insurance coverage shall be replaced by Medicare coverage. For all covered spouses who reach the age of sixty-five (65), College medical insurance coverage shall be replaced by Medicare coverage. Such retiree and covered spouse are eligible to purchase the Medicare supplement until age seventy (70).

If at the time of retirement, the retiree shall elect to purchase insurance other than through the College's program, the Board will contribute thereto, until the retiree shall reach the age of sixty-five (65), an amount equal to the cost of individual coverage in effect each year, provided such payment shall be made in the form of quarterly reimbursement to the early retiree upon proof of payment of such premiums, and provided further that if at any time during the term of this Agreement the State University Retirement System (SURS) shall establish a health/major medical insurance program, the maximum obligation of the Board hereunder shall be the cost of individual coverage under such SURS program.

ARTICLE XXXI
SUMMER SESSION

A faculty member who teaches during the summer session shall be compensated at the rate of 0.028 of the faculty member's preceding annual salary (as of the Spring semester pursuant to Article XXIX) for the preceding academic year for each equated faculty load hour up through six (6). Any additional equated faculty load hours taught beyond six (6) will be reimbursed at the overload rate: $375.00 during 1987-88, $390.00 during 1988-89, and $405.00 during 1989-90.

For those faculty members not covered on the basis of equated faculty load hours taught, summer session pay will be on the basis of 0.028 times the number of full weeks' work, to a maximum of eight (8) weeks, times full yearly salary. Any week taught beyond eight (8) weeks will be reimbursed at the above overload rate.

Full-time faculty members who teach three (3) or more hours during the summer session shall be entitled to one (1) day of health and injury leave in addition to the leave provided by Article VII of this Agreement, provided that full-time faculty members who teach six (6) or more hours during the summer session shall be entitled to two (2) days of health and injury leave in addition to the leave provided by Article VII. If unused, such leave shall accumulate as health and injury leave as provided in Article VII. Such faculty members may utilize the days provided for herein and the days accumulated pursuant to Article VII as prescribed by Section B of Article VII.

Nothing herein shall be construed as requiring the Board to conduct a summer session.

Full-time faculty members shall be given the opportunity to teach courses in summer school which they have previously taught in the College prior to such opportunity being extended to other persons.

ARTICLE XXXII
CREDIT FIELD TRIPS

Faculty members participating in approved credit field trips during recess, vacation or other periods shall be paid at the summer school rates as prescribed in Article XXXI, provided the overload provisions of Article XXXI shall exclude from the computation thereof the initial field trip taken by the faculty member during a single twelve (12) month period commencing September 1. If a faculty member shall participate in an approved credit field trip and teach summer school during such twelve (12) month period, the total hours of the credit field trips and summer school shall be combined for purposes of computation of overload, except as provided in the preceding sentence.

ARTICLE XXXIII
FRINGE AND FLEXIBLE BENEFITS

A. The Board shall contribute for each faculty member an allowance of $1,087.50 for the fall semester of the 1987-88 academic year. This amount shall be reduced pro rata if the faculty member commences employment after July 1 or terminates employment prior to January 1 or is on unpaid leave of absence during any portion of the semester. This allowance shall be for the cost of, or premium for, one or more of the following:

1. Group hospital/surgical/major medical policies approved by the Board.

2. A dental insurance coverage program approved by the Board.

3. Group term life insurance approved by the Board in the amount of $25,000 for each faculty member.

Each faculty member shall include the foregoing three (3) benefits as part of the total allowance set forth above. Additional insurance, if available, may be purchased.

4. A disability insurance coverage program.

Any unused portion of a faculty member's allowance, at the end of the semester, may be taken by such faculty member as a cash stipend, payable on or before January 31, 1988.

B. Each faculty member shall elect the distribution of the allowance described in Section A by filing a form to be supplied by the Business Office no later than the fifth day following employment or the fifth working day of the academic year whichever shall last occur. When occasioned by extenuating circumstances, changes in allocations may be made with one (1) month's notice to the Vice President for Administrative Affairs. This Section shall not be effective after December 31, 1987.

C. If at any time during the term of this Agreement the Board shall become obligated as a result of statutory enactments to pay any portion of the faculty member's health/surgical and/or major medical protection or otherwise compels the Board to provide same specific health/surgical and/or major medical protection, the benefits provided herein shall be reduced accordingly.

If at any time during the term of this Agreement an insufficient number of persons shall elect the options of group insurance plans as to endanger the group status of such plans, the Board may adopt a reasonable plan to guarantee the continuation of such group plan, provided the Board shall first consult with the President or designee of the Union with respect to such plan.

For purposes of this subsection, the minimum amount of participation in individual dental insurance shall be 100% of the eligible faculty, and for purposes of the health and major medical insurance, such shall likewise be 100% of the eligible faculty provided commencing with the fall semester of the 1988-89 academic year the minimal amount for the health/major medical insurance shall be 90% of the eligible faculty.

D. Effective January 1, 1988, the Board shall provide group term life insurance in the amount of $25,000 for each faculty member.

E. During the term of this Agreement the Board shall maintain a group policy of health/major medical insurance and a group dental policy except as altered pursuant to the next following paragrpah. The faculty member shall be entitled to pay the premium for such insurance which premium shall be reimbursed to the faculty member who appropriately submits timely notice under the flexible benefit plan adopted hereunder.

During the term of this Agreement, the parties shall evaluate the existing insurance benefit program. Such evaluation shall be conducted by the existing insurance review committee. The committee shall have the authority to recommend a change in any aspect of the health/major medical/dental program, such to be effective from and after such date as shall be established by the committee, but not after the expiration date of this Agreement, subject to the approval of the Board of Trustees and the Executive Committee of the Union.

F. Effective January 1, 1988, the Board shall establish a flexible benefit plan. Such plan shall be developed in consultation with the union and shall provide an opportunity, pursuant to relevant Internal Revenue Service Guidelines and Regulations for faculty members to deduct health, dental and disability insurance as allowed by law and such other items as may be hereafter agreed between the Board and the Union from their overall compensation and to be subsequently reimbursed therefor upon the timely filing of evidence of payment of such insurance and with the other provisions of such flexible benefit plan.

ARTICLE XXXIV
TRAVEL REIMBURSEMENT

Faculty members who travel on pre-approved College-related business will be reimbursed by the Board subject to the following:

1. Pre-approval shall be by the appropriate immediate supervisor and the appropriate Vice-President.

2. The distance traveled for purposes of reimbursement will be computed from the permanent College site or from any other previously approved point of departure.

3. Mileage reimbursement shall be computed at the amount allowed for deduction without itemization by the Internal Revenue Service. Where air or railroad travel shall be designated, the cost of coach transportation shall be used.

4. Other actual expenses for approved expenditures, subject to reasonable maximums established by the President or designee, shall fall within the following limitation: Total reimbursement for each full day of lodging and meals shall not exceed $65.00, and food allowances for a partial day shall be $4.00 for breakfast, $7.00 for lunch and $12.00 for dinner. The Vice-President for Administrative Affairs or designee may authorize expenditures in excess of the above under extraordinary circumstances.

5. The amount budgeted for a faculty member by the Board for the purpose of travel reimbursement shall not be construed as an upper limit of the amount of reimbursement available to an individual faculty member as long as the total funds budgeted for this purpose are not exceeded, but neither shall such budgeted amount be construed as a required expenditure in the absence of travel assignments deemed to be of significant benefit to the College.

ARTICLE XXXV

COMPENSATION FOR CO-CURRICULAR ACTIVITIES

A. Designation of faculty members for co-curricular activities shall be made annually by the Board, subject to acceptance by the faculty member, provided emergency or temporary appointments of qualified faculty may be made if no other qualified faculty is available to fill the position. Such emergency or temporary appointment shall be so indicated when the appointment is presented to the Board.

B. Prior to an appointment, the faculty member and the appropriate supervisor shall review the duties and extent of the activity for the period involved for accomplishing the objectives and agree on the assignment to be undertaken. The duties and the agreed upon number of hours shall be in writing.

C. Compensation shall be based on reduction of teaching load (i.e., released time) and stipend (where applicable) in accordance with the following schedule:

Baseball Coach	Per Year	7 hours	+ $510 stipend
Softball Coach	Per Year	5 hours	+ $285 stipend
Golf Coach	Per Year	5 hours	+ $285 stipend
Basketball Coach (men's)	Per Year	7 hours	+ $840 stipend
Basketball Coach (women's)	Per Year	7 hours	+ $840 stipend
Volleyball Coach	Per Year	5 hours	+ $450 stipend
Tennis Coach (men's)	Per Year	5 hours	+ $285 stipend
Tennis Coach (women's)	Per Year	5 hours	+ $285 stipend
Wrestling Coach	Per Year	7 hours	+ $510 stipend
Soccer Coach	Per Year	5 hours	+ $450 stipend
Cross Country Coach	Per Year	5 hours	+ $285 stipend
Cheerleading Coach	Per Year	3 hours	
Newspaper Advisor	Per Semester	6 hours	
Director of Theater	Per Semester	3 hours	
Play Director	Per Show	3 hours	
Technical Supervisor and Set Director	Per Show	3 hours	

NOTE: Faculty members shall have the option of substituting overload (where applicable) for released time.

D. In the case of coaching, if the duties are extended for another season because a team qualified for a national NJCAA tournament, the coach shall receive compensation commensurate with the duties he must perform in connection therewith.

E. Nothing herein shall restrict the Board in determining: (1) whether any co-curricular activity shall be conducted; (2) the policies for the co-curricular program or (3) the number, if any, of appointments to be made. The Board shall have the right to appoint persons other than faculty members to direct co-curricular activities under such terms and conditions as it shall prescribe.

ARTICLE XXXVI
TUITION - REIMBURSEMENT PLAN

The Board shall reimburse faculty members for the actual (and receipted) cost of tuition and required fees paid at accredited institutions of higher learning up to a maximum of $500.00 per fiscal year. The maximum number of semester hours any faculty member may claim for reimbursement in any one year shall be twelve (12).

A. Conditions for Approval

1. The course must be offered by a regionally accredited institution. (Not applicable to vocational-technical instructors).
2. A written request shall be submitted to the appropriate Vice President for approval, prior to enrolling in a course.
3. The major criterion for approval shall be that the course contribute to the professional development, the information, and the instructional skills of the faculty member. Approved courses shall be in one of the following three (3) areas:
    a. In the faculty member's special field (or fields if he has teaching assignments in more than one area).

    b. In the following education courses: Teaching Methods, Tests and Measurements, Community College Organization, Counseling/Advising Techniques, and Teaching the Adult/Non-Traditional Learner, provided no more than one such course in each of these categories shall be reimbursed except as specifically approved by the appropriate Vice President in his discretion, and provided further that the total number of education courses reimbursed shall not exceed seven (7) during the faculty member's entire employment with the College after August 15, 1980 (other than courses which qualify under sub-paragraph 3a of this Article).

    c. In courses which contribute significantly and directly to the performance of the faculty member's assigned teaching duties at the College or will clearly serve to train the faculty member in a new subject area pre-approved as meeting the need of the College.
4. If the faculty member is taking course work under the auspices of a scholarship or grant which is paying for full tuition, the College shall not be obligated to duplicate that tuition amount. If the scholarship grant shall not cover the entire cost, the College of Lake

County shall then be obligated to the limits set forth in items under Section A of this proposal.

5. Full-time faculty desiring to enroll in courses offered by the College of Lake County will receive, on approval of the appropriate Vice-President, reimbursement according to the provision of the tuition-reimbursement plan. Courses taken at the College of Lake County will not be considered for placement on the salary schedule, except in those instances where the course pursued meets the criteria specified in A-3 of the preceding material.

B. Reimbursement Plan

1. Upon the completion of an approved course, the faculty member shall file all documentation which may be reasonably required by the appropriate Vice President on a timely basis.

2. Payment shall be made upon completion of approved courses in which an instructor has received at least a grade of "C" or equivalent.

3. Under no circumstances shall reimbursement be granted for more than twelve semester hours per academic year. Summer session shall be considered part of the previous year.

4. Tuition reimbursement for approved courses taken in the fall semester shall be paid at the time the first salary payment of the spring semseter is made, provided all required documentation has been filed on a timely basis with the appropriate Vice President. However, a separate check shall be issued as tuition reimbursement and shall not be considered as salary. The appropriate Vice President must receive the proper forms and official transcript before the semester and/or summer term and the applicant shall be reimbursed in the first salary payment of the fall semester after the appropriate Vice President has received the proper forms and official transcripts. Persons no longer employed by the College of Lake County at the time of the payment date shall not qualify for reimbursement.

ARTICLE XXXVII
INDEPENDENT STUDY

Faculty members who teach a course on an independent study basis shall be compensated at the rate of forty dollars ($40) per faculty load hour per student. Article XVIII of the Agreement shall not be applicable to independent study courses. A faculty member may accept or refuse an independent study assignment without prejudice.

ARTICLE XXXVIII
TUITION WAIVER

Each full-time faculty member, his/her spouse and dependent children, 23 years of age or younger, shall be eligible to enroll tuition free in credit courses offered by the College. This right shall be limited to thirty (30) hours per individual per twelve (12) month period commencing with the fall semester. Participation hereunder shall not permit any course to be conducted if it would otherwise be terminated for lack of sufficient enrollment, and such participation hereunder shall not preclude a tuition student from enrolling in such course. The right to participate hereunder shall not include the right to avoid payment of any student activities or laboratory, materials or other supplementary fees required for such course(s). Courses taken pursuant to this Article shall not qualify for salary column advancement.

Effective with the onset of the fall semester of the 1989-90 academic year, the foregoing shall also apply to non-credit courses offered by the College without payment of the course fees.

ARTICLE XXXIX
GRIEVANCE PROCEDURE

A. 1. A grievance is defined as any claim by the Union or by an affected faculty member or group of faculty members that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.

2. Used in this Article, the term "days" shall mean days on which the College Personnel Department is open.

3. At least one Union representative may be present at any meeting, hearing appeal or other proceedings relating to a grievance which has been formally presented. Nothing contained herein shall be construed as limiting the right of any faculty member having a grievance to discuss the matter informally with one's supervisor and have the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement.

B. The parties hereto acknowledge that it is usually most desirable for a faculty member and the immediately involved supervisor to resolve problems through free and informal communications. When requested by the faculty member, a Union representative may accompany the faculty member to assist in the informal resolution of the grievance. If, however, such informal processes fail to satisfy the faculty member or the Union, a grievance may be processed as follows:

1. The faculty member or the Union may present the grievance in writing to the supervisor immediately involved who will arrange for a meeting of the affected parties to take place within six (6) days after receipt of the grievance. The supervisor shall provide a written answer to the grievance within eight (8) days after the meeting. This answer shall include the reasons for the decision. The submission of the grievance at this step shall be within twenty (20) days of the event giving rise to the grievance or within twenty (20) days of when the faculty member might reasonably have become aware of the event giving rise to the grievance. Time limits cited in this Article may be extended, provided such extension is in writing and is mutually agreeable to all parties.

2. If the grievance is not resolved at step #1, then the faculty member or the Union may refer the grievance to the President or official designee within six (6) days after receipt of the step #1 answer or within eight (8) days after the step #1 meeting, whichever is the later. The President shall arrange for a meeting with the affected parties to take place within eight (8) days of the receipt of the appeal. Each party shall have the

right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the meeting, the President shall have eight (8) days in which to provide this written decision with reasons to the Union. A copy of such decision, together with a copy of the original grievance and all attendant documentation, shall also be transmitted to the members of the Board of Trustees.

3. If the Union is not satisfied with the disposition of the grievance at Step 2 or the time limits expire without the issuance of the President's written reply, the Union may submit the grievance to final and binding arbitration utilizing the procedures of the American Arbitration Association, which shall act as the administrator of the proceedings, provided any grievance with respect to Policy 302 shall be submitted to advisory arbitration. If a demand for arbitration is not filed within fifteen (15) days of the date for the Board's step #2, then the grievance shall be deemed withdrawn.

    a. The arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him by the Board and the Union, and his decision must be based solely upon his interpretation of the meaning or application of the express, relevant language of this Agreement.

    b. The arbitrator is empowered to include in his award such remedies as shall be within his lawful authority.

    c. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the AAA shall be divided equally between the parties.

    d. If either party requests a transcript of the proceedings, that party shall bear the full cost for that transcript. If both parties order a transcript, or the arbitrator requests a transcript, the cost thereof shall be divided equally between the parties.

C. If the Union and President agree, step #1 of the grievance procedure may be by-passed and the grievance brought directly to step 2.

D. Grievances involving an administrator above the division level may be initially filed by the Union at step #2.

E. The Board acknowledges the right of the Union's grievance representative to participate in the processing of a grievance at any formal level and no faculty member shall be required to discuss any grievance if the Union's representative is not present.

F. The Board and the administration shall cooperate with the Union in its investigation of any grievance.

G. No reprisals of any kind shall be taken by the Board or the administration against a faculty member because of participation in this grievance procedure.

H. Should the processing of any grievance require that a faculty member or a Union representative be released from regular assignment, no loss of pay or benefit shall be incurred.

I. All records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

J. A grievance may be withdrawn at any level without establishing a precedent, but if withdrawn, such grievance shall be treated as though never having been filed in the first instance.

ARTICLE XL
EFFECT OF AGREEMENT

A. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written agreement.

B. Should any provision of this Agreement be declared illegal by a court of competent jurisdiction, then such provision shall be deemed deleted from this Agreement to the extent that it violates the law. The parties will promptly meet to seek to renegotiate such provision.

C. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or by specific agreement of the parties from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise accrue to them under law to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement.

ARTICLE XLI
DURATION

Current Language

A. This agreement shall become effective on August 17, 1987.

B. This agreement shall continue in effect through 11:59 P.M. of the day preceding the first faculty employment day of the 1990-91 academic year.

C. If agreement shall not have been reached sixty (60) calendar days prior to the expiration date first set forth in the preceding paragraph, either party may give written notice to the Federal Mediation and Conciliation Service.

DATED: 9-14-87

IN WITNESS WHEREOF:

For the College of Lake
County Federation of
Teachers, Local 2394

a Kroll
President

Secretary

For the College of Lake
County Board of Trustees,
District No. 532

Chairperson

Secretary

MEMORANDUM OF UNDERSTANDING

Faculty members may elect to use an academic title in accordance with the table set forth below in dealing with persons external to the College. The use of such title shall not infer anything except that a faculty member is on a particular step and column of the compensation schedule in Article XXIX of the collective bargaining agreement between the Board of Trustees and the CLCFT and the Board shall verify such title upon request. The Union acknowledges the use of academic title has no relationship to future salaries or other benefit.

Instructor:	A1-A10, B1-B4, C1, D1, E1, F1
Assistant Professor:	B5-B10, C2-C7, D2-D3, E2, F2
Associate Professor:	C8-C10, D4-D10, E3-E4, F3-F4
Professor:	E5-E10, F5-F10

NOTE: This memorandum of understanding is reproduced here for informational purposes only. It is not part of the Agreement.

MEMORANDUM OF UNDERSTANDING

With respect to Article XXI (Coordinators), it is understood that once the responsibilities for the academic year of the individual coordinator have been identified in discussions between the faculty member and the designated administrator(s), i.e., those responsibilities in addition to those enumerated in the general job description available during such discussions, such responsibilities shall not be increased except by mutual agreement.

NOTE: This memorandum of understanding is reproduced here for informational purposes only. It is not part of the Agreement.

COMMUNITY COLLEGE TENURE STATUTE

103B-1. Definitions

§ 3B-1. Definitions. As used in this Article, the following terms shall have the meanings hereinafter stated:

"District" means a Community College District.
"Board" means a Board of Community College District.
"Faculty Member" means a full-time employee of the District regularly engaged in teaching or academic support services, but excluding supervisors, administrators and clerical employees.
"School Year" means a regular academic year or its equivalent excluding summer school.
"Term" means a term within a school year.
"Notice" means a written notice delivered in person or deposited in the U.S. mail by certified or registered mail, postage prepaid, addressed to the faculty member's last known address.

103B-2. Tenure

§ 3B-2. Tenure. Any faculty member who has been employed in any district for a period of 3 consecutive school years shall enter upon tenure unless dismissed as hereinafter provided. However, a board may at its option extend such period for one additional school year by giving the faculty member notice not later than 60 days before the end of the school year or term during the school year or term immediately preceding the school year or term in which tenure would otherwise be conferred. Such notice must state the corrective actions which the faculty member should take to satisfactorily complete service requirements for tenure. The specific reasons for the one-year extension shall be confidential but shall be issued to the teacher upon request. The foregoing provision for a three-year period and optional one-year extension shall not be construed to interfere with or abrogate local board rules or contracts which now or hereafter may provide for a lesser period of service before entering upon tenure. A tenured faculty member shall have a vested contract right in continued employment as a faculty member subject to termination only upon occurrence of one or more of the following:

a. Just cause for dismissal; or

b. A reduction in the number of faculty members employed by the Board or a discontinuance of some particular type of teaching service or program.

103B-3. Dismissal of non-tenure faculty member

§ 3B-3. Dismissal of Non-tenure Faculty Member. Every Board shall provide by rule or contract for a procedure to evaluate the performance and qualifications of non-tenure faculty members. If the implementation of such procedure results in a decision to dismiss a non-tenure faculty member for the ensuing school year or term, the Board shall give notice thereof to the faculty member not later than 60 days before the end of the school year or term. The specific reasons for the dismissal shall be confidential but shall be issued to the teacher upon request. If the Board fails to give such notice, within the time period, the faculty member shall be deemed reemployed for the ensuing school year. If the Board fails to give such notice within the time provided during the third year, or during the fourth year in the case of a one year extension, the faculty member shall enter upon tenure during the ensuing school year or term.

103B-4. Dismissal of tenured faculty member for cause

§ 3B-4. Dismissal of Tenured Faculty Member for Cause. If a dismissal of a tenured faculty member is sought for cause the Board must first approve a motion by a majority vote of all its members. The specific charges for dismissal shall be confidential but shall be issued to the tenured faculty member upon request. The Board decision shall be final unless the tenured faculty member within ten days requests in writing of the Board that a hearing be scheduled. If the faculty member within 10 days requests in writing that a hearing be scheduled, the Board shall schedule such hearing on those charges before a disinterested hearing officer on a date no less than 45 days, nor more than 70 days after the adoption of the motion. The hearing officer shall be selected from a list of 5 qualified arbitrators provided by a nationally recognized arbitration organization. Within 10 days after the teacher receives the notice of hearing, either the Board and the teacher mutually or the teacher alone shall request the list of qualified hearing officers from the arbitration organization. Within 5 days from receipt of the list, the Board and the teacher, or their legal representatives, shall alternately strike one name from the list until one name remains. The teacher shall make the first strike. Notice of such charges shall be served upon the tenured faculty member at least 21 days before the hearing date. Such notice shall contain a bill of particulars. The hearing shall be public at the request of either the tenured faculty member or the Board. The tenured faculty member has the privilege of being present at the hearing with counsel and of cross-examining witnesses and may offer evidence and witnesses and present defenses to the charges. The hearing officer upon request by either party may issue subpoenas requiring the attendance of witnesses and production of documents. All testimony at the hearing shall be taken under oath administered by the hearing officer. The hearing officer shall cause a record of the proceedings to be kept and the Board shall employ a competent reporter to take stenographic or stenotype notes of all testimony. The costs of the reporter's attendance and services at the hearing and all other costs of the hearing shall be borne equally by the Board and the tenured faculty member. Either party desiring a transcript of the hearing shall pay for the cost thereof. If in the opinion of the Board the interests of the district require it the Board, after 20 days notice, may suspend the tenured faculty member pending the hearing, but if acquitted, the tenured faculty member shall not suffer the loss of any salary by reason of the suspension. The hearing officer shall, with reasonable dispatch, make a decision as to whether or not the tenured faculty member shall be dismissed and shall give a copy of the decision to both the tenured faculty member and the Board. The decision of the hearing officer shall be final and binding.

103B-5. Reduction in number of faculty member

§ 3B-5. Reduction in Number of Faculty Members. If a dismissal of a faculty member for the ensuing school year results from the decision by the Board to decrease the number of faculty members employed by the Board or to discontinue some particular type of teaching service or program, notice shall be given the affected faculty member not later than 60 days before the end of the preceding school year, together with a statement of honorable dismissal and the reason therefore; provided that the employment of no tenured faculty member may be terminated under the provision of this Section while any probationary faculty member, or any other employee with less seniority, is retained to render a service which the tenured employee is competent to render. In the event a tenured faculty member is not given notice within the time herein provided, he shall be deemed reemployed for the ensuing school year. For the period of 24 months from the beginning of the school year for which the faculty member was dismissed, any faculty member shall have the preferred right to reappoint to a position entailing services he is competent to render prior to the appointment of any new faculty member; provided that no non-tenured faculty member or other employee with less seniority shall be employed to render a service which a tenured faculty member is competent to render.

103B-6. Review under the Administrative Review Act

§ 3B-6. Review under the Administrative Review Act. The provisions of the "Administrative Review Act," approved May 8, 1945, and all amendments and modifications thereof and the rules adopted pursuant thereto, shall apply to and govern all proceedings instituted for the judicial review of final administrative decisions of a hearing officer under Section 3B-4 of this Article. The term "administrative decision" is defined as in Section 1 of said "Administrative Review Act."

NOTE: This statute is reproduced here for informational purposes only. It is not part of the Agreement.

AGREEMENT

1986 — 1989

**Three Year
Agreement Between
The Board of Trustees
of Community College
District No. 508,
County of Cook
and
State of Illinois,
and
The Cook County
College Teachers
Union, Local 1600,
AFT, AFL-CIO
Chicago, Illinois**

AGREEMENT

IL 1986 — 1989

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College Teachers
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Chicago, Illinois

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Union, Local 1600,
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Chicago, Illinois**

PREAMBLE

THIS AGREEMENT is entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, hereinafter referred to as the "Board," and the Cook County College Teachers Union, Local 1600, AFT, AFL-CIO, hereinafter referred to as the "Union," as the exclusive collective bargaining agent for the faculty members in the bargaining unit as defined in Article 1, Section A.

article I union recognition and definitions

A. **Recognition.** The Board of Trustees of Community College District No. 508 recognizes the Cook County College Teachers Union as the exclusive bargaining representative for all full-time faculty members and project personnel (training specialists) except Presidents, Deans, Vice Presidents, Assistant Deans, and employees of the Central Administration, regarding salaries, fringe benefits, and working conditions. The term "faculty member" or "teacher," and the term "project personnel (training specialists)" as used in this Agreement means a person in the bargaining unit employed by the Board. Regardless of newly created or changed job titles, no positions in the bargaining unit shall be eliminated where there is no substantial change in job duties or responsibilities.

B. **Definitions**

1. The term "Colleges" refers collectively to all educational facilities or academic locations of the Board, and the administrative offices thereof.
2. The term "College" refers to any single educational facility or academic location of the Colleges.

Academic locations or educational facilities which are geographically separate from but are under the administrative control of a College shall be considered a part of that College.

3. The term "Union Representative" as used in this Agreement means any elected or appointed representative of the Union.
4. The term "Union Chapter Chairperson" refers to the elected head of a Union Chapter or his designee from that chapter.
5. The term "Union Chapter" refers to the organization of Union members at a College.
6. An "Academic Year" shall consist of the Fall and immediately following Spring semester.
7. The term "Eligible Faculty Member" shall mean a faculty member with one or more academic years of service in the Colleges.
8. Whenever the singular is used in this Agreement, it shall include the plural.
9. Whenever the masculine is used in this Agreement, it shall include the feminine.

article II union-board relations

A. **Meetings with other faculty organizations.** This Agreement shall not be construed to prevent any Board official or administrator from meeting with any employee organization, including faculty councils, representing full-time faculty members for the purpose of hearing the views and proposals of its members, except that, as to meetings called to discuss subjects of collective bargaining, the Union Chapter Chairperson at the affected College, or in the case of a city-wide meeting, the Union President shall be informed in writing at least twenty-four (24) hours in advance of the meeting and as to those matters covered by this Agreement no change or modification shall be made except through negotiation and agreement with the Union.

B. **Union membership and non-discrimination.** Membership in the Union or any other employee organization or association not affiliated with the Colleges shall not be a condition of employment for any faculty member. The Board will not discriminate in hiring, tenure or continuity of employment or in promotional opportunities or otherwise because of any employee's membership or lawful organizational activities in the Union or in any other employee organization or his refusal to join any such organization or to participate in any such activities.

C. **Rights and benefits to faculty members.** Rights and benefits of faculty members set forth in this Agreement shall be assimilated into and made part of any individual contract of employment with the Board.

In the event of conflict between the terms of an individual contract of employment and the terms of this Agreement, the latter shall be controlling. This Agreement shall be referred to in employment contracts issued to faculty members. All faculty members shall be given a copy of Board Rules, insurance booklet, pension booklet and tax-sheltered annuity program information prepared at Board expense.

The Board and the Union shall share equally the cost of printing 5,000 copies of this Agreement and shall divide the copies equally between the parties. The Board shall distribute copies of this Agreement to all faculty members and the Union shall be responsible for the distribution of replacement copies and copies for new faculty members.

D. **Union-Administration meetings.** The Board and the Union encourage and favor periodic meetings between the Presidents of the respective Colleges and Union Chapter officers and similar meetings of the Chancellor and the executive officers of the Union to discuss mutual problems not concerned with specific grievances but with the overall relationships between the parties to this Agreement. At least one of these meetings shall be held each semester between the College President and his staff at each College and Union Chapter officers for the purpose of promoting better understanding of the Agreement. Similarly, at least one meeting shall be held each semester between the Chancellor and the executive officers of the Union to promote better understanding of the Agreement. Such meetings shall be arranged as required by applicable circumstances at the mutual convenience of the Board and Union representatives concerned. The Chancellor or his designee shall meet with no more than five representatives of the Union within twenty-four (24) hours at the request of either party to discuss matters relating to this Agreement. The President of each College and the Chapter Executive Committee shall meet within twenty-four (24) hours at the request of either party during the academic year to consult on questions relating to this Agreement.

The Chancellor and the Union President shall meet on a regular basis once each month to discuss matters that are subject to collective bargaining and that will further the educational goals of the Colleges.

E. **Information to the Union.** The Board shall make available to the Union any and all public information, statistics, and records which are relevant to negotiations, or necessary for the processing of a grievance, or the enforcement of the terms of this Agreement, to the extent to which such material is readily available or is reasonably obtainable.

Such material shall be provided to the Union within a reasonable time, ordinarily not more than ten (10) days, following a written request by the Union President or his designee.

Furthermore, the Academic Policy Manual and the Personnel Manual, as they exist at the time of signing this Agreement, and all emendations to them during the life of this Agreement shall be furnished to the Union at the time of distribution.

Copies of confidential professional memoranda and correspondence from attorneys and similar advisors shall not be furnished to the Union, unless and until, they have been made public documents by Board action.

F. **Chapter chairperson.** The Union shall designate a Union Chapter Chairperson and an alternate at each College and notify the College President in writing of such selection or replacement.

G. **Board authority.** The Union recognizes that the Board retains full authority to carry out the powers and duties granted to it by the Public Community College Act and other applicable laws.

H. **Joint committees and Union observers.**

1. Recommendations concerning racial balance (Article IV, A.), shall be evaluated by a committee comprised of three representatives appointed by the Union and three representatives appointed by the Board. Such recommendations as may be contained in the committee's prospective report shall be submitted to the Chancellor and to the Board. This committee shall also seek to procure funds in order to develop for faculty and administrators a substantial educational program on the subject of racism and education.
2. A joint Union-Board Working Conditions Committee shall be established to study and recommend changes in the Union-Board Agreement covering faculty members who serve as administrative consultants or interns. The Committee shall also recommend a program for professional development or retraining of faculty members and an Employee Assistance Program. Finally, the Committee shall review areas for the hiring of new faculty members. The Committee's reports on the above subjects shall be made to the Chancellor and Union President by December 31, 1986. The Committee shall consist of three faculty members appointed by the Union President and three administrators appointed by the Chancellor.
3. The Union shall have the right to appoint two but not more than four official observers to any Colleges-wide faculty-student-staff standing and ad hoc committees established by the Chancellor during the life of this Agreement.
4. A joint Union Chapter-Administration Committee shall be established at each College to recommend to the President means of maintaining and increasing student enrollment.

I. **Review of forms.** The language of all present and future forms used to carry out the provisions of this Agreement shall be subject to review by the Union, so that the language of such forms shall conform to this Agreement.

J. **Board meetings.** The Union will be supplied a copy of the agenda at the same time as copies are supplied to the Board in advance of each regular or special meeting of the Board. The agenda so supplied shall include all Board reports including all recommendations of the Chancellor and the minutes of past meetings available at that time. If the agenda supplied does not include all Board reports, the Chancellor shall make available to the President of the Union or his designee at the beginning of the Board meeting all additional reports and recommendations. The President of the Union or his representative shall be accorded the privilege of speaking at Board meetings on any matter subject to collective bargaining.

K. **Precedence of Agreement.** In the event of conflict or inconsistency between the rules and regulations of the Board, and the terms of this Agreement, the latter shall be controlling.

article III union activities

A. **Released time for meetings.** When the Chancellor and representatives of the Union meet to discuss items in this Agreement, said representatives (not to exceed five) attending such meeting shall suffer no loss in pay. However, meetings shall be scheduled in such a manner as to minimize the loss of scheduled class time.

B. **Class schedules for Union Representatives.** Classes and other duties for Union Representatives will be scheduled in such a way as to maximize the time available for the performance of the Representatives' duties.

C. **Released time for Union and chapter officers.** The Board agrees to make available in each semester of any academic year twenty-one (21) contact hours of released time to be distributed by the Union to its designees for the purpose of handling grievances, according to the following schedule:

6 hours at the City Colleges level

15 hours at the College level to be distributed in 3-hour units and no more than 3 hours at any individual College.

The Union shall inform the Chancellor of the names of those faculty members designated no later than sixty (60) days preceding the semester during which released time is to be made available, except that Department Chairpersons and the Union President shall not be entitled to released time under this section, nor shall any faculty member be entitled to more than three (3) hours of such released time.

D. **Leaves of absence for Union officers.** In the event that the President of the Union or any other Union officer, while he is a full-time faculty member, shall become a full-time employee of the Union, he shall notify the Chancellor and shall be granted a leave of absence not to exceed two years without pay, for the purpose of accepting this position. Any Union officer who accepts such a leave of absence shall be entitled to all benefits or rights accorded to a faculty member on a sabbatical leave.

In the event that the President of the Union or any other Union officer, while he is a full-time faculty member, shall become a part-time employee of the Union, he shall, upon application, be granted a part-time leave of absence not to exceed two years, without pay, for the purpose of accepting this position. He shall be paid a pro-rata salary for the classes that remain of his teaching assignment after such leave has been granted. Such faculty member, while on a part-time leave basis, shall be entitled to all fringe benefits and rights accorded to an employee on a sabbatical leave.

Both such leaves described in the above two paragraphs may be renewed for additional periods of up to two years upon application of the President of the Union or other Union officer.

E. Limits on Union activities. Except as specifically provided in this Agreement, no faculty member shall engage in Union activities during the time he is assigned to teaching or other assigned College duties.

F. Bulletin boards and mailboxes.

1. Bulletin Boards. The Union shall be provided sixteen (16) square feet of bulletin board space in each department office, faculty lounge and mailroom at each College, for the posting of notices and other materials relating to Union activities. The bulletin boards allocated shall be identified with the name of the Union and only the Union Chapter Chairperson or his faculty member designee at the College shall have the authority to post or remove material on the bulletin board.
2. Mailboxes. The Union Chapter Chairperson or his faculty member designee shall have the right to place official Union material in the mailboxes of the faculty members.

G. Chapter meetings. On twenty-four (24) hours notice to the College President, the Union Chapter Chairperson shall have the right to schedule Union Chapter meetings during normal operating hours in the building or buildings of the College, provided no meetings of the faculty have been scheduled by the College President or the Chancellor for the same time, and provided that no faculty member shall be released from his scheduled classes for such meetings. After a Union chapter meeting has been scheduled, no new meetings involving faculty members shall be scheduled or held at the same time, and the College President shall so inform the faculty.

H. Meetings of Union House of Representatives. No classes of any member of the Union House of Representatives shall be scheduled on Fridays which will end after 1:00 p.m. The names of such Union House of Representatives members are to be supplied to the Administration by May 1 of each year. The Union agrees that during the term of this Agreement it will not increase the present basis of representation in the House of Representatives allowable under its constitution.

I. Right to representation. If a faculty member is called to a disciplinary conference by an administrator, the administrator shall notify the faculty member and the Union Chapter Chairperson of the purpose of the conference at least twenty-four hours in advance, and the faculty member shall have the right to have a Union representative present.

If a faculty member is called to a conference with an administrator for other purposes and during the course of the meeting, in the opinion of the faculty member, it develops into a disciplinary meeting, the conference shall immediately be adjourned.

J. Space availability. If space is available at the campus, the Union chapter officers will be provided with an office to conduct official Union business. The chapter office shall be equipped with two desks, four chairs, two filing cabinets and two telephones.

article IV academic freedom and democracy in public college education

A. Democracy in public education. The Board and the Union recognize and agree that while democratic principles should obtain in every American school system, an urban college in a city as diverse in population as is Chicago must be exemplary in its expression and practice of the democratic ideal. Integrated education, faculties, and facilities are more than aspirations.

B. Non-Discrimination. The Board and the Union shall not discriminate against any faculty member or applicant for employment by the Board or for membership in the Union on the basis of race, creed, color, national origin, sex or marital status or membership or participation in, or association with the lawful activities of any organization.

C. Academic freedom.

1. The faculty member is entitled to freedom in the classroom in discussing his subject. He shall have the right to introduce into his teaching matters related to his subject or the education of his students in that subject.
2. Within the broad framework of academic freedom affirmed above, the faculty shall continue to have the individual right and responsibility to determine course content and textbooks subject to applicable written departmental and College policy and procedure.

D. Department-student agreements.

1. Only democratically elected student governing bodies may negotiate agreements with a department of a College and such agreements may be reached only in the area of curricula matters, and shall be subject to the approval of the College President; except that if an agreement has been made between a department and a student group prior to the signing of this Agreement, it shall not be effective unless hereafter approved by the College President.
2. No agreement signed with the student governing body nor any agreement hereafter approved by a College President shall abrogate the rights of faculty members under this Agreement and the Board Rules.
3. Such Department-Student agreements shall be reviewed by the Vice Chancellor for Academic Affairs.

article V dues check off, fair share fee and COPE deduction

A. Dues checkoff. The Board will deduct from the pay of each member of the bargaining unit from whom it receives written authorization to do so, the required amount of monthly Union dues. The dues and a list of employees from whose pay the dues have been deducted, along with the amount deducted from each and a list of Union members who had authorized such deductions and from whom no deductions were made, shall be forwarded to the Union office no later than seven (7) days after such deductions were made. The payroll deduction authorization form shall be as shown in Appendix A.I.

B. Fair share fee. Full-time employees covered by this Agreement who are not members of the Union shall, commencing on the effective date of this Agreement, or thirty-one (31) days after their initial employment, whichever is later, and continuing during the term of this Agreement, and so long as they remain non-members of the Union, pay to the Union each month their fair share of the cost of the services rendered by the Union that are chargeable to non-members under state and federal law.

The Union shall certify to the Board the amount of the fair share fee, not to exceed the dues uniformly required of members of the Union, and shall supply the Board a copy of the basis of the calculation of the fee. The fair share fee payment shall be deducted by the Board from the earnings of the non-member full-time employees and paid to the Union.

The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of or by reason of action taken by the Board for the purpose of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit or assignment furnished under any of such provisions.

C. Committee on Political Education deduction. The Board of Trustees of Community College District No. 508, County of Cook and State of Illinois agrees to honor the payroll contribution deduction authorization form in Appendix A.2 — Committee on Political Education — for all full time faculty members and project personnel represented by the Cook County College Teachers Union, Local 1600, AFT, AFL-CIO.

article VI salary and rates of pay

A. Placement on salary schedule.

1. **Faculty with rank.** The salary schedules for all members of the bargaining unit with rank in Lanes I, II, III and IV appear in Appendix B. 1. The salary schedules in Appendix B. 1. reflect the following increases:

a. Effective at the beginning of the Fall Semester 1986, each faculty member shall be placed on the 1986-1987 salary schedule in Appendix B. 1. at the same step he/she was at on the 1985-1986 salary schedule.

b. Effective at the beginning of the Fall Semester 1987, each faculty member shall be placed on the 1987-1988 salary schedule in Appendix B. I. at the same step he/she was at on the 1986-1987 salary schedule.

c. Effective at the beginning of the Fall Semester 1988, each faculty member shall be placed on the 1988-1989 salary schedule in Appendix B. 1. The conversion chart for placing faculty members on the 1988-1989 salary schedule appears in Appendix B. 1. For example, a faculty member on Step 20 of Lane II of the 1987-1988 salary schedule shall be placed on Step 11 of the 1988-1989 salary schedule.

d. Each faculty member shall move to the actual step on the 1988-1989 salary schedule to which he/she is entitled by the conversion chart. For the years 1986-1987, 1987-1988 and 1988-1989 only, faculty members shall not receive an annual salary step increment.

All salary increases referred to above are not contingent on the availability of funds.

2. **Administrative Assistants.** The salary schedule for all Administrative Assistants in the employ of the Board on or after January 1, 1969, appears in Appendix B. 3.

3. **New full-time faculty members.** The employment contract submitted to a prospective faculty member shall include his proposed rank and placement on the salary schedule. This proposed rank and placement on the salary schedule, after consultation with the Department Chairperson whenever possible, shall be recommended by the College President to the Chancellor. The Union Chapter Chairperson shall be notified immediately of such proposed rank and salary placement for all new faculty members. If the Union Chapter Chairperson wishes to confer and ask questions regarding this recommendation, he shall be given this opportunity by the College President.

4. **Substitutes.** Substitutes shall not be employed for absent teachers for the first class session missed, except for sessions which meet for three or more hours, in which case substitutes shall not be employed for the first class contact hour. After the first class session missed by an absent teacher, a qualified substitute from within the department will be assigned by the department chairperson, and the faculty member who substitutes shall be compensated at fifty percent (50%) of his regular base rate of pay.

5. **Overtime and Summer Session Pay.** The rate of pay for overtime and for any summer session assignments for a faculty member shall be seventy-five percent (75%)

of a pro rata portion of his base rate of pay. Qualified faculty members shall be given the first opportunity to teach extra classes.

6. **Emeritus faculty members.** See Article VII. J. 4.

7. **TV College compensation.** The basis of compensation for teaching and supporting instruction in TV College shall be as indicated in Appendix B. 4.

8. **Pay for adult education classes.** Full-time faculty members will receive $20.00 for each hour of teaching college level adult and continuing education classes. Qualified faculty members shall be given first opportunity to teach such classes, assignment to such classes to be made on the basis of the provisions of Article VIII, F. 4. No formal education requirements are needed to teach such classes.

9. **Adult Learning Skills Program.** Faculty members who teach clases in the Adult Learning Skills Program will receive the rate of pay determined by the Office of the Superintendent of Public Instruction. Such classes shall be offered to faculty members before they are offered to outside lecturers. Faculty members shall receive notice of such classes at least one month before each Fall semester. Assignment to such classes shall be made on the basis of Article VIII. F. 4.; however, qualification to teach classes shall be determined by the Board. Faculty members hired in the Fall semester to teach such classes shall receive one (1) year assignments provided that there is sufficient enrollment for such classes.

B. Annual increments.

1. Faculty members not currently at the maximum salary of their lane shall proceed automatically by annual salary steps (increments) until they reach the maximum salary in their lane. (But see A.1.d., above.)

2. There shall be no salary increases or increments approved other than those provided for in this Agreement. Notwithstanding any other provision(s) in Article VI, a faculty member shall not receive more than one (1) salary increment in addition to his annual increment in any single academic year.

C. Pay periods. The calendar year shall be divided into two-week pay periods. Payment for the work done in a pay period shall be made on the last day of the pay period. An assigned faculty member who has pay due and is not paid on the last day of that pay period shall be advanced his net salary due out of Board funds. Pay checks may, at the option of the employee, be mailed to home, bank or College.

D. Annual salary guarantee. The academic year salary shall not be reduced by any change made in the academic college calendar. The total compensation for extra work (overtime) during any semester shall be based on either seventeen (17) or eighteen (18) weeks, as applicable, and shall likewise not be reduced by any change in the academic college calendar.

E. Optional distribution of pay. Every faculty member shall have the option of having his salary distributed over the 12-month calendar year or over the regular academic year.

F. Salary and Lane Placement and Advancement.

1. A faculty member's initial placement in academic rank or advancement in academic rank shall have no relationship, effect, or bearing on the faculty member's lane placement or salary step or salary.

2. Salary and lane placement for new faculty members.

   a. Formal education, specialized training, teaching and/or work experience shall be considered in the initial salary placement of new faculty members.

   b. The requirements of formal education, teaching and/or work experience for lane placement shall be as follows:

   Lane 1 — A minimum of a master's degree, or its equivalent, in a general area of knowledge, or in any special discipline within any general area of knowledge. A person with a baccalaureate degree, or its equivalent, in a modern language, or in a technical field may be employed provided that the candidate has a professional certificate or licensure or work experience directly related to the subject or field in which he is expected to teach. Up to fifteen (15) faculty members in physical education in the City Colleges of Chicago as a whole, may be employed with a baccalaureate degree, or its equivalent, to teach courses numbered under 200 or in coaching activities.

   Lane II — Master's degree plus fifteen (15) semester hours of graduate credit and four (4) years of college teaching experience.

   Lane III — Earned doctorate degree (Ph.D. or Ed.D.) or master's degree plus thirty (30) semester hours of graduate credit, and, in either case, eight (8) years of college teaching experience.

   Lane IV — Earned doctorate degree (Ph.D. or Ed.D.) or master's degree plus sixty (60) semester hours of graduate credit, and, in either case, twelve (12) years of college teaching experience.

   c. To be counted towards placement in a lane, graduate semester hours shall be earned subsequent to the time when the master's degree was awarded, or subsequent to the degree or degree equivalent held when first hired as a faculty member, and shall be earned in the field of teaching for which the faculty member has been employed.

   d. The dollar amount for salary placement shall be determined by counting one step beginning with the first step in Lane 1 for each year of college experience or its equivalent (a faculty member with zero years of applicable experience shall be placed on the lowest step.) except that such dollar amount may be varied by one step. After a salary amount has been determined, a new faculty member shall be placed in a salary lane appropriate to his formal education and years of teaching experience and on a salary step corresponding to the dollar amount of his salary as determined above.

e. However lane placement and salary are otherwise calculated, no one is to be placed above the fifth step of any lane.

f. Applicants may be placed on a step above the salary which they received in the position which they are leaving to take employment with the City Colleges of Chicago, providing that salary is verified by letter from the previous employer. However, no one is to be placed above the lane for which he is qualified by his formal education, nor is he to be placed above the tenth step of any lane as provided in the paragraph above.

g. Evaluation of experience.

1) Full-time college teaching is evaluated on a year-for-year basis.

2) Part-time college teaching may be converted to equivalent full-time on a pro-rata basis.

3) Each year of other relevant teaching experience shall be counted as no more than one-half year of college teaching experience.

4) Professional or work experience may be equated with years of college teaching; however, the weight given to each year of such work experience may not exceed one-half year of college teaching experience unless approved by the Chancellor or his designee.

3. Advancement to a higher lane.

a. A faculty member will be advanced to a higher lane if he meets the criteria set forth below for each lane:

Lane II — A master's degree plus fifteen (15) semester hours of graduate credit and the achievement of tenure in the City Colleges of Chicago, except that faculty members in active service status in Lane I prior to September 1, 1971, shall not be required to earn any credit hours but shall be automatically advanced to Lane II upon the achievement of tenure in the City Colleges of Chicago.

Lane III — Earned doctorate degree (Ph.D. or Ed.D.) or master's degree plus thirty (30) semester hours of graduate credit, and, in either case, seven (7) years of college teaching experience, which shall include four (4) years of continuous teaching service in the City Colleges of Chicago in Lane II.

Lane IV — Earned doctorate degree (Ph.D. or Ed.D.) or master's degree plus sixty (60) semester hours of graduate credit, and, in either case, eleven (11) years of college teaching experience which shall include four (4) years of continuous teaching service in the City Colleges of Chicago in Lane III.

b. Graduate credit is credit earned in a course which is taken as a graduate course in an accredited institution. To be counted toward advancement in salary lane, graduate semester hours shall be earned subsequent to the time when the master's degree was awarded or subsequent to the degree or degree equivalent held when hired as a full-time faculty member, and shall be earned as follows:

1) In the field of his teaching certificate or employment contract. However, all graduate credits earned subsequent to the time when the master's degree was awarded and prior to September 1, 1971, for City Colleges of Chicago faculty members on active status prior to this date shall be counted toward advancement in salary lane.

2) In a subject which the faculty member has taught at the college level, or might reasonably be asked to teach, or

3) In a formalized in-service program offered by the Colleges' administration.

4) If a faculty member is accepted in a doctoral program in his area of specialization, then all graduate credit courses taken after award of the M.A. and required by the university for the doctorate will count toward advancement in lane.

5) For those faculty members who were accepted in a doctoral program in their field of specialization, but "did not stop for a master's degree on the way," and did not complete the Ph.D. or Ed.D. or Doctor of Arts degree requirements, certification by the chairperson of the department or division of the university as to the acceptance in doctoral program and the date when the faculty member completed all course requirements for the master's degree will be accepted as the date after which additional relevant graduate work will count for advancement in lane.

6) For those faculty members in areas where graduate credit is not available, credit equivalency up to a maximum of 15 hours may be given by the administration for work and related experiences gained after initial employment. A faculty member who is denied graduate credit equivalencies as provided herein, may appeal to the Joint Working Conditions Committee for a re-evaluation of his work or related experience. The Joint Working Conditions

Committee, after consulting CCC faculty specialists in the field concerned, shall make a recommendation to the Chancellor.

7) For those faculty who cannot (as determined by administration) earn additional graduate work in their field, 15 graduate hours related to teaching in the community college may be taken and counted for advancement in lane in the following areas:

Community College
Curriculum Development
Research and Evaluation
New Teaching Technologies
Guidance or Counseling

Upon request by a faculty member, the administration will determine in advance whether graduate credit hours in the above areas will be counted and so inform the faculty member.

8) Upon completion of work, research, study, or writing under a grant, scholarship, or fellowship from a foundation such as the Fulbright Commission, Guggenheim Foundation, Rockefeller Foundation, Rhodes Scholarship, Ford Foundation, Carnegie Foundation, National Endowments for the Arts, Sciences, or Humanities, the faculty member shall receive credit toward lane advancement as follows: one academic year of work performed under the auspices of said foundations shall be valued as thirty (30) graduate hours; one semester of same shall be fifteen (15) graduate hours; one summer of same shall be ten (10) graduate hours. The hours credited under this section may be used for lane advancement only once for any one such award provided they have not been credited for initial lane placement.

In addition, the following categories of activity shall be counted for up to 30 graduate hours toward lane advancement upon recommendation of the department chairman, the College administration and the Vice Chancellor for Academic Affairs or upon application by the faculty member to the Chancellor: the publication of a book by a recognized university or commercial press (as opposed to "vanity" presses), including textbooks, non-fiction (such as histories, biographies, works of criticism and analysis), fiction, poetry and also major works of translation and of editing; and also, articles published in recognized professional journals; and also, significant articles published in commercial/popular newspapers and magazines; and also, major musical compositions; in addition, major presentations at recognized professional conferences; and also, major shows at reputable galleries (as opposed to "vanity" galleries) of painting, sculpture, photography and other generally recognized art forms; and also, performance art of major significance, such as music, theatre, dance, whether performed solo or ensemble; and also theatre productions of significance, such as direction, design and staging.

c. Upon request, the Colleges' administration shall provide any faculty member a written interpretation of the number of graduate hours the faculty member has toward lane advancement, including equivalent graduate hours for work and other kinds of related experience.

d. Changes in salary lane shall take place on the anniversary date of the faculty member. For the purposes of determining eligibility for advancement to a higher lane, only graduate degrees granted and graduate semester hours earned before the faculty member's anniversary date shall be applicable. The faculty member is responsible for requesting the university or college in which he has earned degrees or graduate credits to send an approved transcript directly to the College in which he is employed.

e. For the 1986-1987, 1987-1988 and 1988-1989 academic years a faculty member who is advanced to a higher lane shall receive a one-salary-step promotional increment. After the 1988-1989 academic year, following the faculty member's conversion to the 1988-1989 salary schedule, a faculty member who is advanced to a higher lane shall be placed on the salary step in the higher lane which is the same or nearest higher dollar amount as he/she received prior to the lane advancement, and shall then receive a one-salary-step promotional increment in addition to his/her automatic annual increment.

G. SURS "pick-up."

1. The Board shall, pursuant to Section 414(h) (2) of the Internal Revenue Code, "pick up" (assume and pay to SURS) the bargaining unit members' contributions required by Ill. Rev. Stat. ch. 108½, Section 15 (1975).
2. The Board shall "pick up" the required bargaining unit members' contributions to SURS by payroll deductions from its bargaining unit members' earnings in the manner currently required by state law as required by Ill. Rev. Stat. ch. 108½, Section 15 (1975).
3. The total amounts so "picked up" by the Board shall be remitted to SURS by separate warrant in the manner currently required by Ill. Rev. Stat. ch. 108½, Section 15 (1975).
4. This action does not alter the obligation imposed by law upon bargaining unit members to contribute to SURS, does not affect the benefits now provided by SURS (or as the same may be amended from time to time) for employees, their survivors or other bene-

ficiaries, does not alter the existing compensation of bargaining unit members, and is not to be considered a salary increase or a substitute for a salary increase now or in the future; and finally,

5. This action is taken solely for the purpose of excluding the "picked up" bargaining unit members' contributions from gross income and from the withholding requirements of the Internal Revenue Code.

article VII insurance and fringe benefits

A. Group health insurance. An improved program of group health insurance shall be provided for faculty members and their dependents whereby the Board will pay the cost of coverage for faculty members and the cost of dependent's coverage in excess of $15.36 per month. The specific provisions of the program are shown in Appendix C.

B. Term life insurance. Term life insurance shall be provided and paid for by the Board for all faculty members. The amount of coverage of such term insurance for each faculty member shall be one and three-quarters times basic annual salary rounded to the nearest one thousand dollars to the maximum of sixty thousand dollars.

C. Dental and vision insurance. A program of group dental and vision insurance shall be provided for faculty members whereby the Board will pay the entire cost of the faculty member's coverage and the faculty member will pay the entire cost of his dependent's coverage. The specific provisions of the dental and vision insurance are shown in Appendix C.

D. Group auto insurance. The Board shall provide a group auto insurance plan for faculty members. The Board shall pay $100 per faculty member effective at the beginning of the Fall Semester 1984, towards the cost of such coverage provided by the Board's group policy. The Board shall permit enrollment in such a plan through payroll deduction. The insurance carrier chosen shall be agreed upon by the Union and the Board.

E. Credit Union. Faculty members who are determined by the College and University Credit Union to be eligible to participate in said credit union shall be allowed to do so through payroll deduction.

F. Annuities. A tax-sheltered annuity program shall be made available for purchase by faculty members.

G. Home owners and renters policy. The Board shall provide a group low cost home owners and renters policy. The Board shall pay $100 per faculty member effective the Fall Semester 1984, towards the cost of such coverage provided by the Board's group policy. The Board shall permit enrollment through payroll deduction. The insurance carrier chosen shall be agreed upon by the Union and the Board.

H. Malpractice insurance for nursing faculty. The Board shall provide at its expense $200,000/$600,000 comprehensive malpractice insurance for all nursing faculty covered by this Agreement.

I. Tuition waiver. The Board shall waive the cost of tuition for courses taken by faculty members or their dependents in the City Colleges of Chicago.

J. Early retirement program. The Program shall be open to all faculty members who are at least 55 years of age, but not more than 70 years of age, on July 1 the year of retirement and who have been employed by the City Colleges of Chicago for the preceding ten (10) years on a full-time basis.

1. This Program shall be effective as of Spring Semester, 1983. Applications for participation in the Program shall be submitted in writing to the appropriate College President or his designee no later than March 15 if the retirement is effective at the end of the Spring Semester or Summer Term of that year, and no later than October 15 if the retirement is effective at the end of the Fall Semester of that year. Where an early retirement request may have been submitted after the deadline date, the Chancellor shall nevertheless have the authority to grant said early retirement if it is deemed to be in a discipline which may be involved in reduction in force.

2. The Board shall provide the early retiree with the same individual insurance coverage available to faculty members under this Agreement, and shall make the same premium payments therefore, until age 70, provided that, after the age of 65, such insurance coverage(s) shall be reduced to the extent that Medicare or comparable benefits are otherwise available to the early retiree. However, if the faculty member retires after attaining the age of 65, the City Colleges shall not be required to pay the premium for group insurance coverage, provided that such early retiree shall have the right to purchase such insurance through the City Colleges at the then prevailing cost of such coverage for full-time faculty members. The early retiree shall also have the right to purchase dependent insurance coverage through the City Colleges' insurance program at the then prevailing cost of dependent coverage for full-time faculty members and shall pay the entire premium thereof. Premium payments for individual and dependent insurance coverage shall be paid by the early retiree on a timely basis, in advance, to the City Colleges. This option of individual and dependent coverage shall terminate when the eligible early retiree reaches the age of 70.

3. At the time of retirement at age 55 or over, or upon total disability or death, a faculty member or his estate shall receive a lump-sum payment of the unused portion of his/her accumulated sick leave computed at his/her final base rate of pay according to the following schedule:

Age	Percent of Value of Accumulated Sick Leave
55	50%
56	50%
57	50%
58	50%
59	60%
60	80%
61	80%
62	80%
63	80%
64	80%
65	45%
66	45%
67	45%
68	45%
69	45%
70	45%

A faculty member retiring at or after the end of the Spring Semester of any calendar year shall be paid said lump-sum payment in the calendar year subsequent to his/her retirement.

4. The Board shall allow the early retiree the opportunity to teach one class per semester, if available, until the early retiree reaches age 70, on the basis of the maximum rate of the outside lectureship salary schedule. Persons beyond their 70th birthday anniversary may be employed only on a part-time or short-term basis.

5. In the event of death of the early retiree, the City Colleges will continue insurance coverage for the designated beneficiary for three (3) months following the month in which the death occurred. Thereafter, until age 70, the spouse and/or dependents shall be eligible for continued dependent coverage on the same basis as a current faculty member except that the spouse shall pay the entire premium.

6. Portions of this Article to the contrary notwithstanding, a faculty member who elects to participate in the Program prescribed by House Bill 289 of 1981 as legally enacted shall be eligible to participate in the Program provided herein.

K. Distinguished Professorships. The Union and Board agree that each academic year the sum of $4,000 shall be provided at each College to create one distinguished professorship. Distinguished professors shall be nominated by a joint Union-Board committee at each College consisting of an equal number of faculty members and administrators. Each committee shall recommend one faculty member to the president of the College who, in turn, shall recommend the faculty member to the Chancellor. The Union chapter chair shall select the faculty members and the College administration shall select the administrators on each committee. Distinguished professors shall be appointed for a term of one year. The criteria for selecting the distinguished professor at each College shall be established by each joint committee.

L. Professional Development. The Union and Board agree that each year upon the availability of funds the sum of $10,000 ($5,000 if fewer than 100 faculty members) shall be provided at each College for professional development expenses. Faculty members may be allowed professional development monies not to exceed $500 per fiscal year for qualified expenses. These expenses shall include tuition and course fees but shall not include books, supplies, activity fees or any optional charges. All payments will be made only upon approval by the College president of the planned educational activity and submission of the appropriate reimbursement form indicating successful completion of the activity.

article VIII conditions of employment

A. Class size.

1. Class size maximums will be as follows:
    - a. Maximum class sizes in courses numbered below 101 in English, Speech, Reading, and the Basic Program shall be up to 25 for day sections and up to 29 for evening sections.
    - b. Composition and other writing classes in English, and Speech classes, shall be 25 (29 for evening sections), excepting in classes in such subjects where the enrollment is 35 (39 in evening sections), in which case the faculty member will receive four class contact hours of credit in his teaching load.
    - c. Physical Education and laboratory courses will remain at present class size levels.
    - d. All other classes will have a class size limit of 35 (39 for evening sections).
    - e. Additional students up to three (3) may be assigned to individual classes, provided that the overall number of students enrolled in the classes of a faculty member for his regular teaching load may not exceed the total sum of the size maxima of such classes.

      Effective with the Fall Semester 1976, additional students up to five (5) may be assigned to individual classes, provided that the overall number of students enrolled in the classes of a faculty member for his regular teaching load may not exceed the total sum of the size maxima of such classes, except that no more than a total of three (3) additional students may be added to classes under sub-sections a, b, and c of this section.

2. Day classes at Colleges offering both a day and evening schedule are defined as those that start prior to 6 p.m. At such Colleges evening classes are defined as those that start at 6 p.m. or after.

3. Class size maximums in the performing arts (band, orchestra, choir, drama, etc.) and in physical education may be exceeded at the option of the department as

decided by majority vote of the eligible members thereof.

4. Two or more courses combined in a single class are permissible if approved by the faculty member and the majority of the eligible members of his department. Such classes shall have a class size maximum of 25.

5. Where facilities are available, and the members of the department with one or more years of service have granted their approval, lecture-discussion combinations may be scheduled, provided that lecture groups do not exceed 150 students in size and that discussion sections do not exceed 25 students in size. Each lecture-discussion course shall include at least one hour of class contact per week for each discussion section, exclusive of hours of lecture. A faculty member who teaches such a discussion section will receive two hours of his teaching load, at his regular base rate of pay, for each discussion section he is assigned, whether such a discussion section is part of his regular teaching assignment or is part of an assignment beyond the normal course load. A faculty member who accepts assignment to one or more discussion sections of a lecture-discussion course will be responsible for a share of the lectures in proportion to the number of such discussion sections. The participation of a faculty member in such lecture-discussion courses will be on a completely voluntary basis and shall be indicated in a written agreement signed by the faculty member.

6. All class size limits referred to in this Agreement shall be determined as of the end of the eighth school day or the fourth class meeting, whichever comes first, following the end of the registration period.

7. A single section of an advanced course required for program completion will be retained by the Administration if it has an enrollment of 15 or more students. In courses with multiple sections, if originally scheduled sections are at maximum enrollment, an additional section with enrollment of 15 or more students shall be retained by the Administration. These class size minima shall not limit the Administration's authority to offer classes of smaller size if they are necessary to the educational program.

B. Teaching load.

1. Semester teaching load. A faculty member's regular load shall be 12-13 class contact hours per semester except that:
   a. Faculty members teaching physical education shall have a regular teaching load of 16 class contact hours. A faculty member teaching physical education who is assigned coaching duties shall receive teaching load credit for such duties in accordance with the schedule in Appendix F.

   b. Counselors and librarians shall have a weekly load of 30 hours, including one hour per day for lunch. However, they shall not be required to work more than six hours per day. Counselors or librarians who teach classes shall receive one hour of released time for class preparation for each class contact hour.

2. Variable teaching load.
   a. The teaching load may, by mutual agreement between the faculty member and the College President, be unequally divided between any two consecutive semesters, provided that the teaching load for the total two academic years involved may not exceed the teaching load as stipulated in the paragraphs above, and further provided that the teaching load for any one semester shall not exceed 15-16 class contact hours (19-21 class contact hours for Physical Education). However, the variable load for non-tenured faculty members shall be limited to the Fall and following Spring semester of one academic year.

   b. After the above voluntary methods of requesting faculty members to teach on a variable load basis have been utilized, the teaching loads for faculty members may be unequally divided between any two consecutive semesters, except that no more than 15-16 class contact hours (19-21 class contact hours for Physical Education) may be assigned in any semester, and provided further, that the teaching load for the total two academic years involved may not exceed the teaching load as stipulated in the paragraphs above. However, the variable load for nontenured faculty members shall be limited to the Fall and following Spring semester of one academic year.

   c. Such teaching assignments shall be made on the basis of inverse seniority at each College, except that no teacher of English composition teaching an unbalanced load shall be required to teach more than three composition courses in any one semester and except that no more than 15 per cent of the faculty members at each College shall be required to teach on a variable load basis each semester.

3. Department released time.
   a. Released time for departmental administrative duties shall be determined by the schedule shown below subject to the following specifications:

   When determining the number of full-time equivalent teachers, classes taught by part-time teachers are to be included, but classes taught as overtime classes are not to be included:

Number of Full-time Equivalent Faculty in Department	Chairperson released time (contact hours)
3 - 6	3
7 - 30	6

   b. When a department exceeds 30 FTE faculty members in size it shall be divided along related disciplinary lines into two or more smaller departments so the maximum of 30 is not exceeded.

C. **Department course schedules.** Course offerings and the scheduling of classes within a department shall be determined by the program needs of students enrolled in all curricula of the College as determined by the administration. A proposed schedule of departmental course offerings for each semester or term shall be initially prepared by the Department Chairperson and referred to the majority of the eligible members of the department or their democratically-chosen representatives for their recommendation before it is forwarded to the administration for approval or revision.

D. **Teaching programs.**

1. The preparation of teacher programs shall be the responsibility of the Department Chairperson in consultation with the faculty member and subject to the limits established by the seniority provisions of this Agreement. A faculty member shall be notified of his program at least thirty (30) days before the end of the preceding semester by being presented a written and dated copy of said program. Changes in a faculty member's program may be made if emergencies arise, and such changes shall also be in writing and dated and signed by the Department Chairperson. In making the necessary changes due to emergencies, the Department Chairperson shall make every effort to consult with the affected member in the interest of arriving at the best solution for all concerned.

2. Faculty members shall be present on campus for all professional duties and obligations, including classes, departmental meetings, faculty meetings called by the College President or the Chancellor, and student conference hours. Each faculty member shall schedule a minimum of two (2) hours per week for student conferences and two (2) hours per week for student academic advisement. Each lecturer or teacher of an overtime class shall schedule one student conference hour per week for each class. These conference hours shall be scheduled to provide maximum convenience for students who wish to confer with a faculty member.

3. Every effort shall be made to schedule regular teaching load classes within a six hour work day and to avoid scheduling more than two classes consecutively. Where exceptions to the six hour limit per day are necessary, no faculty member's accumulative daily assignments may exceed thirty hours per week for a regular program.

4. No faculty member shall be required to teach on more than five (5) days per week for his regular program. A faculty member who has no scheduled classes or other duties, as specified in paragraph 2, above, shall not be required to be present at his College on such days. Whenever possible, a faculty member's program shall be arranged so as to allow him to pursue professional activities which relate to or enhance his academic effectiveness.

E. **Outside employment.** A full-time position in the Colleges is accepted with the understanding that the faculty member will not continue, or at a future date accept, a concurrent full-time position or positions equal to a full-time position with any other employer or employers while he is teaching full-time in the Colleges.

F. **Seniority and rotation.**

1. Determination of seniority. Seniority — the priority that comes because of length of service in the Colleges — will be determined within a department at each College and within the Colleges on the following principles:

   Seniority of faculty members whether initially employed under a Colleges certificate or employment contract is based on the date of beginning continuous full-time employment. Conflicts of seniority among faculty members with the same beginning date of full time employment shall be resolved by earlier dates of part-time employment, or application for employment, in that order.

2. Colleges-wide seniority and retention of employment.

   a. Retention of employment. For the purpose of retention of employment in the event of a reduction in size of the faculty or elimination for one academic year of courses which a faculty member is qualified to teach at his College, seniority shall be colleges-wide. Thus, any faculty member who cannot be employed in his field of qualification at the College of his assignment shall have the right to be employed at any other College where a program he is qualified to teach is available. Colleges-wide seniority shall, under these circumstances, be exercised over the least senior faculty member in his field of qualification. However, his retention rights shall not be exercised over another faculty member if it is possible to provide him with a full-time program through the elimination of part-time lectureships or overtime first at his own College and then elsewhere in the Colleges. A faculty member transferring to another College in the above circumstances shall suffer no loss of seniority for any purpose.

   b. Financial exigency: Layoff, Recall, and Requalification. If the Board anticipates a financial exigency, and the Board believes it may be necessary to reduce the size of the faculty, it shall so notify the Union at least two months in advance of notification of layoff of any tenured faculty member, unless an emergency occurs in which case the Union will be notified as soon as possible. Following such notification, the Board shall undertake the following steps prior to taking any action to reduce the size of the faculty. The Chancellor shall present to the Union evidence of such financial exigency and consult with Union officers regarding possible alternatives to faculty layoffs. If such action is finally taken, it shall be subject to the following conditions:

1) The Union shall be given a list of faculty members to be laid off which shall indicate the date employment shall end, seniority status, and subject area of employment of each faculty member. Such a list shall conform to Article VIII. F. 2. a and c. Tenured faculty members shall be notified of layoff by certified mail by February 15, except in an emergency where the faculty member shall be notified as soon as possible. Such notice shall include a statement of the reason therefore.

2) Recalls from layoff shall be in inverse order of layoff. The right to recall shall be up to three (3) years for tenured faculty members. Notice of recall shall be sent by certified mail to the faculty member's last known address, and the faculty member shall reply within 30 days of receipt of the recall notice. No new faculty members shall be hired in any subject area until all recalls of laid off faculty members in that area shall have taken place.

3) A tenured faculty member notified of his layoff while on employed status shall, upon application, be granted a one-year professional leave of absence without pay, under the provisions of Article IX. B. 1. in lieu of being laid off. A tenured faculty member who becomes qualified in another subject area under this provision shall have the first right to any position which becomes available in that new subject area at his college.

c. Qualification to teach. The qualification of a faculty member to teach specific courses or in particular fields shall be determined by any one or more of the following:

1) Teaching field specified in the Colleges certificate or employment contract;

2) Number of years of teaching experience in his field at the college level;

3) Graduate degrees or graduate work amounting to at least fifteen (15) hours in the field.

Where a faculty member cannot qualify to teach in a particular field on the basis of the above criteria, and where no graduate academic preparation is possible, relevant outside work experience may be considered.

3. Application of departmental seniority to regular work at a College.

a. A seniority list shall be posted by the Department Chairperson on October 1, February 15, and July 1 of each year in a conspicuous place in each department. The seniority list shall be revised as necessary during the year by the Department Chairperson to reflect changes in the department's membership as a result of resignations, retirements, transfers, etc.

b. Scheduling of courses and assignments to regular academic programs during the academic year shall be determined in the following order:

1) Availability of work.

2) Qualifications of the faculty member based on the criteria specified in paragraph 2. c. above.

3) Seniority within a department at each College subject to the following qualifications:

a) A senior faculty member may not exercise a choice of a second elective course within his subject or field of teaching within his program each semester until other members of his department qualified in the same subject or field have made a first choice of electives in the order of their seniority. The same principle of alternating choices shall apply until all electives are assigned;

b) In the event that two or more members of a department wish to have a particular pattern of days or hours in their teaching program, then the most senior shall have preference, and assignments to programs shall proceed in order of seniority;

c) All faculty members shall have an obligation to teach their fair share of subjects within the general education core taught by their department;

d) In the event one or more classes in a faculty member's program are cancelled due to inadequate enrollment, and the cancellation takes place after classes have begun, he may not exercise his seniority over a less senior faculty member if he can be accommodated with another class or classes at the College of his assignment, or through the utilization of the variable load option.

4. Application of departmental seniority and rotation to extra work.

a. Where extra work is available in a department a list of such extra work shall be posted by the Department Chairperson in that department as soon as the information becomes known to him.

b. After qualification for extra work has been determined, based upon the criteria specified in paragraph 2. c. above, seniority and rotation will be the basis for assigning extra work.

c. Notice of the availability of extra work beyond the normal work load on funded projects or special assignments for research and development shall be communicated in writing to all department chairpersons and to the Union. Faculty members shall be given first consideration for such work before it is offered to outsiders. The qualifications for such work shall be determined by the Administration. Assignments to such work shall be made by the Administration.

Special assignments shall not include the teaching of classes.

d. Any classes or other work made available by granting sabbatical leaves shall be an exception to the provisions of this section concerning the assignment of extra work. Such classes or other work may be assigned to outside lecturers.

e. Rotation lists.

1) Rotation lists based on seniority and the past amount of extra work assigned will be maintained by the Department Chairperson and posted in a conspicuous place in each department. The first rotation list shall take into account all extra work assigned since June 27, 1966, and shall be in effect as of that date.

2) The Administration shall prepare a salary list for all faculty at each College three (3) times a year, on January 31, June 30, and August 31, and will supply such a list to each appropriate College President or other Administrator in charge. The College President or Administrator in charge shall supply a copy of such salary list or alternatively a department salary list to each appropriate Department Chairperson as soon as possible after receipt of the original list. Each salary list shall contain a complete and accurate statement of all pay earned by each faculty member through the end of the preceding semester or term.

3) The Department Chairperson will compute the rotation points earned, if any, by each member of the Department, and post rotation lists as provided for in Paragraph 4 below. Each such list shall determine eligibility for extra work for faculty members of the Department on the following basis:

a) Rotation list of January 31:

Includes all points earned through the end of the Fall Semester plus the points for estimated earnings for assigned overtime during the Spring Semester. Will determine eligibility for summer work.

b) Rotation list of June 30:

Includes all points earned through the end of the Spring Semester plus the points for estimated earnings for the Summer Term. Will determine eligibility for extra work for the Fall Semester.

c) Rotation list of August 31:

Includes all points earned through the end of the Summer Term plus the points for estimated earnings for assigned overtime during the Fall Semester. Will determine eligibility for extra work for the Spring Semester.

4) The Department Chairperson shall revise the rotation list each semester or term and shall post the revised list sufficiently in advance of the next semester or term so that all eligible members of the Department will be able to determine their eligibility for extra work assignment before the new semester or term begins. A copy of the rotation list, together with the faculty salaries from which the points were determined, shall be filed with the College Administration.

f. The number of points based on the amount of extra work assigned in the past will determine the eligibility of the faculty member for extra work, with those who have the fewest number of points having priority. Seniority will be the deciding factor as between two or more faculty members having the same number of rotation points. Seniority shall also decide the assignment to particular courses or programs of extra work as between two or more faculty members eligible for such extra work.

g. In determining the number of points of past extra work assignments, extra work performed at any College, including TV College, shall be counted. Whenever it is necessary, the Chancellor shall provide information about previous extra work assignments.

h. Effective at the beginning of the Fall Semester 1975, rotation points shall be assessed as follows: one rotation point for each 12½% of extra pay above a faculty member's base rate of pay. Fractional points shall be assessed for extra pay which is less than 12½% of a faculty member's base rate of pay. The formula for computing rotation points shall be:

$$\text{points} = \frac{(\text{gross-base}^1) \times 8.}{\text{base}^2}$$

(Base^1 is the base amount at the time when points are computed; base^2 is the total annual base amount.)

i. New faculty members will be assigned to the bottom of the rotation list after one academic year of full-time service, in the order of their seniority, and will be credited with the same number of points of extra assignment as that accumulated by the faculty member with the highest number of points on the rotation list.

j. If extra work is available at a College in which no qualified member of the faculty at that College is interested, the Department Chairperson shall give preference to qualified faculty members from other Colleges before assigning such work to outside lecturers. He shall communicate in writing the information concerning such extra work to the chairpersons of all appropriate departments at other Colleges of the City Colleges and to the Central Office of the City Colleges. Notice of all extra work available at any College or at any other academic location of the Board except work on funded projects or special assignments shall contain no requirement of qualifications other than those specified in Article VIII. F. 2. (c) Where no qualified faculty member from another College applies for such extra work to the department where the extra work is available within two weeks after the information has been communicated, then the Department Chairperson may assign such work at his discretion. When two or more qualified faculty members from other Colleges apply for extra work at a given College, Colleges-wide seniority and rotation shall decide the assignment.

k. Neither the scope of original seniority and rotation lists nor the assignment of faculty members to such original lists shall be changed unless there is a change in the designated discipline or field of the faculty member's employment or unless he transfers from one college to another. A faculty member, regardless of his teaching qualifications, can be on only one rotation list at any one time.

G. Transfer policy.

1. Transfer at the request of the faculty member. A faculty member has the right to transfer from one College to another whenever a position in his field, as defined in Section F. 2. c. above, is available at another College. The transfer will be subject to the approval of the College President of the receiving College and a majority of the eligible members of the receiving department. If approval is denied, the reasons therefore shall be stated in writing to the faculty member, provided, however, that such faculty member's seniority status shall not be cited as a reason for denying his transfer. However, such transfers shall not be allowed if the effect of the transfer would be to reduce the number of tenured members of the department to less than one-third (⅓) of the department's faculty members. If two or more faculty members apply for the same position, the most senior shall have preference. A faculty member transferring to another College shall retain all accumulated seniority for all purposes at his new College. Upon approval by the Board, the transfer shall become effective as of the beginning of the next semester or term following such approval. The Chancellor shall prepare a list each semester of open and unfilled full-time positions at each College of the Colleges; this list shall be posted one month prior to the end of the semester at each College. The list shall indicate the positions vacant as of that date. In addition, unforeseen vacancies shall be reported to each College as soon as the information becomes available.

2. Transfer at the request of the Administration. A faculty member being permanently transferred from one College of the Colleges to another College at the request of the Administration shall retain his Colleges-wide seniority for all purposes at his new College; and he shall have the right to choose the College to which he is being transferred. The receiving department shall be notified at least ten (10) days before the Chancellor's recommendation for such transfer is presented to the Board.

3. Freeze on transfers. Unless mutually agreed to otherwise, there shall be a freeze on all faculty transfers during the period of this Agreement.

   However, this freeze shall not apply to transfers under Sub-section 1 above if the effect of the faculty transfer is to help to implement the Board's Affirmative Action Policy. In addition, the freeze shall not apply in the event of a reduction in force as provided for in Article VIII F. 2. of this Agreement.

4. Transfers to new Colleges or facilities. When a new College or facility is opened replacing one or more existing Colleges, or in the event that any teaching program is transferred from an existing College or Colleges to such new College or facility, the faculty members involved at the College or Colleges affected shall have the right to transfer to such new College or facility on the basis of their Colleges-wide seniority. In such a case they shall have priority over any other applicant for employment at, or transfer to, the new College or facility. When a teaching program involving an entire department is transferred to such new College or facility, then the entire department shall have the right to transfer en masse to the new College or facility. Any faculty member transferring to a new College in the above circumstances shall suffer no loss of seniority or other rights. After all faculty members from the replaced College or Colleges have been transferred to the new College or facilities, then paragraph G. 1. above shall apply.

H. Registration duties, Professional Development and end-of-semester activities.

1. Registration duties. Registration shall last no longer than one week at all Colleges. Duties of faculty members during the registration period shall consist of advisement, programming and other professionally related duties. After classes start, registration shall be handled exclusively by the administrative staff and Department Chairpersons. A faculty member shall be assigned to no more than six hours of advisement, programming or other professional activities per day dur-

ing registration except that a faculty member teaching beyond the normal course load may be assigned an additional six hours per week for each three hour credit course taught above his normal course load. The time of any faculty member during the period of registration not required for registration duties shall be utilized for professional development in the form of academic meetings and conferences, student orientation activities, departmental meetings, interdepartmental meetings and other appropriate professional activities.

2. End-of-semester activities. Duties of faculty members during the end-of-term period shall consist of final examinations, grading and recording of grades. The time of any faculty member during the end-of-term period not required for such duties may be utilized for departmental meetings, interdepartmental meetings, Colleges-wide meetings, city-wide meetings, course preparation, and other professional duties.

I. Academic Year and calendar.

1. Semester system. The academic year shall consist of two semesters of eighteen (18) weeks each. Each semester shall include 78 instructional days excluding the final examination hour(s). The calendar for the 1986-87, and 1987-88 and 1988-89 academic years are shown respectively in Appendices E. 1., E. 2. and E. 3.

2. Summer session. The Board may, at its option, schedule a summer session.

3. Holidays. The following legal holidays shall be observed as paid holidays by the City Colleges of Chicago for the period of this Agreement:

Fall Semester 1986

Labor Day	September 1
Thanksgiving	November 27, 28

Spring Semester 1987

Martin Luther King Jr.'s Birthday	January 19
Lincoln's Birthday	February 12
Spring Vacation	April 13-17

Summer Session 1987

Independence Day	July 4

Fall Semester 1987

Labor Day	September 7
Thanksgiving	November 26, 27

Spring Semester 1988

Martin Luther King Jr.'s Birthday	January 18
Lincoln's Birthday	February 12
Spring Vacation	March 28-April 1

Summer Session 1988

Independence Day	July 4

Fall Semester 1988

Labor Day	September 6
Thanksgiving	November 24, 25

Spring Semester 1989

Martin Luther King Jr.'s Birthday	January 16
Lincoln's Birthday	February 12
Spring Vacation	March 20 - 24

Summer Session 1989

Independence Day	July 4

When legal holidays fall on a Saturday or Sunday, they shall be observed, respectively, on the preceding Friday or on the following Monday.

Whenever there is a difference between the date of any of the above holidays and the date established for the State holidays, the latter shall govern.

J. Employment and tenure policy.

1. Initial employment and renewal of employment contract.

   a. Recommendations on initial employment including initial rank and salary assignment, and renewal of employment contracts of non-tenured faculty members shall be made by the eligible members of the department or a committee of their democratically chosen representatives. All applications for faculty vacancies shall be made available to the department prior to its consideration of candidates for initial employment. In cases of initial employment during the summer, a democratically chosen committee shall be constituted from among the eligible members of the department to make such recommendations.

   However, decisions concerning the recommendations of tenure contracts shall be made only by the tenured members of the department, except as provided for in c. below.

   b. The criteria for, and the procedures by which, recommendations on initial employment and renewal of employment contracts are to be made shall be agreed upon by a majority of the eligible members of the department and shall be published in writing for the members of the department. Similarly, a majority of the tenured members of the department shall establish criteria and procedures for the recommendation of tenure contracts, which shall also be published in writing for the members of the department. Copies of the procedures and criteria specified in this paragraph shall be submitted to the College President. The minimal criteria for initial employment shall be as described in Appendix D.

   c. Voting on candidates for renewal of contract other than tenure contracts shall be limited to those eligible members who have at least two semesters more continuous full-time service in the department than has the candidate except that all tenured members may vote on all candidates and only tenured members shall vote on the granting of tenure contracts.

However, if there are less than three tenured faculty members in the department then the recommendation concerning the granting of a tenure contract shall be made by a majority of the eligible members of the department. Recommendations not to renew an employment contract will be by majority vote by secret ballot.

d. Such recommendations on initial employment and renewal of employment contracts and tenure contracts shall be forwarded in writing by the Department Chairperson together with his views to the College President. If the College President does not accept the recommendation of the department, then he shall state his reasons in writing to the Department Chairperson who in turn shall inform the eligible members of the department. If a faculty member is not recommended for renewal of employment contract by either the department or College President, the written decision informing him of such denial shall state fully and completely the reason or reasons for such action. The written decision denying renewal of employment contract shall be deemed confidential and shall not be included in the faculty member's personnel record, nor shall a copy of this written decision be forwarded to any other employer.

e. When an employment contract is offered to a prospective faculty member who is being employed to fill a temporary vacancy created by the absence on leave of another faculty member who is expected to return to his position from such leave, such contract shall clearly state that his employment is as a replacement only.

f. Except for the replacement contracts referred to in sub-section "e" above, the Board agrees to institute a freeze on the issuance of five month and/or self-terminating contracts to faculty members, and to issue only regular annual employment contracts to all newly employed faculty members. However, the Board and the Union may, by mutual agreement, determine that in a particular case, a contract of less than one academic year's duration should be issued to meet the academic needs of the City Colleges. The freeze shall terminate at the expiration of this Agreement.

2. Date for renewal of employment contract. The decision to continue or to terminate the employment of a non-tenured faculty member shall be indicated to him in writing no later than February 15. Should the decision to terminate be indicated later than February 15, then the said faculty member shall be offered one additional year of employment, which shall be the final year of employment. A faculty member shall have until April 1 to indicate his decision in writing to the College President to continue or to terminate his employment.

3. Tenure. All faculty members shall acquire tenure in the Colleges after three full-time consecutive years of employment provided that the faculty member is employed on contract during the fourth year. The fourth year contract will be considered as a legal document certifying tenure.

K. **Other conditions of employment.**

1. Faculty personnel records. All faculty personnel records shall be maintained under the following circumstances.

   a. A copy of all personnel records relating to any employee covered by this Agreement excluding payroll and grievance records shall be kept in his official personnel file, which shall be located in the office of the College President.

   b. All personnel records shall be in writing. No material derogatory to a faculty member's conduct, service, character, or personality shall be placed in the personnel file of any faculty member unless that faculty member has had an opportunity to read such material. The faculty member shall acknowledge that he has read such material by affixing his signature to the actual copy to be filed, but it shall be understood that such signature merely signifies that he has read the material in question. Such signature indicates neither agreement nor disagreement with its content.

   c. The faculty member shall have the right to answer in writing any material filed in his personnel file, and his answer shall be attached to the file copy.

   d. Upon request by a faculty member, he shall be given access to his file without delay. At his written request each faculty member shall be furnished, without cost, a copy of any material in his file. No items may be removed from a faculty member's file, except for brief inspection or copying.

2. Faculty facilities. The Board shall make every effort to provide adequate office space and equipment together with facilities for student conferences. Faculty lounges, dining facilities, parking areas and adequate secretarial services shall be provided for in the design and budget of new Colleges, except where the provision of such parking facilities requires a structure above or below ground.

The City Colleges of Chicago as a public institution has the obligation to conform to safety requirements as determined by appropriate administrative and statutory law, in accordance with the overall provision in Article XII.

L. **Department Chairpersons.**

1. Appointment.

   a. The Department Chairperson shall be appointed by the College President with the advice of the eligible members of the department. Such advice shall occur only after a meeting of the eligible faculty members of the department is held to consider and to recommend possible candidates. Such candidates may be either from among the eligible faculty members of the department or candidates nominated by the College President from outside the department. If the College President does not accept the advice of a department concerning the appointment of a Department Chairperson, then the College President shall state his reasons in writing for so doing, and may appoint a Department Chairperson of his choice.

b. In departments with ten (10) or more faculty members, of which a majority are tenured faculty members, the College President and the majority of the eligible faculty members shall mutually agree on the choice of the Department Chairperson. If the eligible faculty members of the department and the College President cannot mutually agree on the choice of a Department Chairperson, the College President may appoint an acting Department Chairperson for not more than one academic year. If a Department Chairperson is appointed on an acting basis he shall not be subject to department evaluation prior to offering the initial employment contract.

c. Departments where such advice and/or mutual agreement are required include the library staff, audio-visual staff, and counseling staff, as well as any other organizational unit where members of the bargaining unit are permanently assigned for normal duties.

2. Term. The Department Chairperson shall serve for a term not to exceed three years and is eligible to succeed himself.

A majority of the eligible faculty members of the department may petition the College President to recall the Department Chairperson. If two-thirds of the eligible faculty members of the department petition the College President to recall the Department Chairperson, the President shall hold a formal hearing to consider and act upon the petition. If the College President recalls a Department Chairperson, the procedure described above for the appointment of a Chairperson shall apply in filling the unexpired portion of the previous Department Chairperson's term.

3. Duties of a Department Chairperson.

a. Develops a proposed schedule of courses as provided in Article VIII. C.

b. Develops teaching programs of faculty in consultation with the faculty members, as provided in Article VIII. D. 1.

c. Identifies for the Administration the faculty members in his department who are qualified for authorized extra work assignment and are eligible by seniority and rotation.

d. Develops and posts seniority and rotation lists for department faculty.

e. Identifies staff needs of department and recommends candidates to the Administration.

f. Forwards to the Administration recommendations of departmental faculty, together with his own recommendations with respect to initial employment, renewal of employment contracts and tenure contracts.

g. Assists in late registration.

h. Plans and coordinates end-of-term activities for the department.

i. Calls and chairs department meetings.

j. Recommends professional leaves for department members.

k. Considers and replies to College level grievances presented to him.

l. Performs such additional professional duties as are necessary for the operation of the department.

M. Counselors and librarians.

Every effort shall be made by the Board to increase the number of counselors and librarians in each College toward achieving the ratios recommended by professional organizations.

N. Project personnel (Training Specialists)

1986-1989 salary schedule

1. Effective July 1, 1986, each training specialist shall be placed on the salary schedule in Appendix B.2 at the salary step which is equal to his/her present salary. If there is no step equal to his/her present salary, then he/she shall be placed on the higher step nearest his/her present salary. After initial placement, effective July 1, 1986, each teacher shall receive a two-step increase up to the highest salary step of his/her lane.

2. Effective July 1, 1987, each training specialist shall receive a two step increase up to the highest salary step of his/her lane. Effective July 1, 1988, each training specialist shall receive a two step increase up to the highest salary step of his/her lane.

3. Training specialists shall be placed in the appropriate lane based on these criteria:

Lane I. — A baccalaureate degree or, in a technical field, a professional certificate or licensure or work experience directly related to the subject or field he is expected to teach.

Lane II. — A baccalaureate degree plus 30 semester hours of graduate credit.

Lane III. — A master's degree.

4. For those training specialists in areas where graduate

credit is not available, credit equivalency up to a maximum of 30 hours may be given by the Administration for work and related experiences gained after initial employment.

5. Steps "A" and "B" of the salary schedule in Appendix B.2. shall be eliminated on June 30, 1987. Step "C" shall be eliminated on June 30, 1988, and Step "D" shall be eliminated on June 30, 1989.

6. Training specialists not currently at the maximum salary of their lane shall proceed automatically by annual steps (increments) until they reach the maximum salary in their lane.

7. A Training Specialist shall advance to a higher lane if he/she meets the following criteria for each lane:

   Lane II. — A bachelor's degree plus at least 30 semester hours of graduate credit in his/her field of teaching.

   Lane III. — A master's degree.

8. A Training Specialist advanced to a higher lane shall move to the same step in the next lane and shall then receive his/her annual increment.

9. No new hire shall be placed above the third step of any lane.

10. Full-time project personnel (training specialists) shall be re-appointed to a project position and shall be entitled to the benefits provided in the renewed grant, provided:
    a. The grant is refunded and provides sufficient funds for the position;
    b. That employment is limited to the duration of the renewed grant;
    c. Such employment is limited by budgetary and other limitations specified in the grant;
    d. The duties and functions of the employee remain substantially the same;

11. An employee who has performed satisfactorily, in the judgment of the Administration, in appointments for a period of three (3) years shall be given reappointments as long as he is judged satisfactory and the conditions stated in items 2a. through 2d. above remain in effect.

12. Full-time project personnel (training specialists) who are Union representatives shall be provided with released time from class at 2:00 p.m. on Fridays to attend Union Executive Board or Union House of Representatives meetings when such meetings are called.

13. The Administration shall provide for the continuity of the instructional program by providing, whenever possible, qualified substitutes for absent full-time project personnel (training specialists).

14. Full-time project personnel (training specialists) who meet the educational qualifications will have the first right in their area of specialization, in order of seniority, to teach in the evening Adult Learning Skills Program or college level adult education courses at Dawson Technical Institute, and will be considered upon application to teach adult education courses in the other colleges before they are offered to outside lecturers. The full-time project personnel (training specialists) who teach such courses waive any compensation over and beyond the established flat rate of pay for such courses. This Agreement is contingent upon its legality.

15. Full-time project personnel (training specialists) teaching academic disciplines or non-vocational subjects are required to have a minimum of a bachelor's degree. This requirement will not apply to persons employed as project personnel (training specialists) prior to the effective date of this contract.

16. Job openings applicable to full-time project personnel (training specialists) will be publicized as they occur. Furthermore, the Administration will post a notice which shall include the title of the proposed project, the program areas, and the number of potential job openings, in a conspicuous place when new project contract applications have been formally submitted. A duplicate copy will be given to the Chapter Chairperson.

17. Notice of official vacancies in full-time bargaining unit positions in the other Colleges shall be posted in a conspicuous place at the Dawson Technical Institute and other locations where training specialists are assigned for the sole purpose of informing interested persons.

18. Full-time project personnel (training specialists) whose projects end shall, upon application, be considered on a seniority basis and have priority over any outside applicant for any City Colleges position which becomes available. Such applicants must possess a master's degree or any other necessary qualifications.

19. The Dawson Technical Institute and other locations where training specialists are assigned for teaching duties will maintain a student-teacher ratio of 23:1 with a maximum overage of three students per class. Exceptions to these limits shall be allowed if the project contract requires a larger number of students per class.

20. Full-time project personnel (training specialists) shall have an on-site work load of 30 hours per week, including a daily lunch period of 40 minutes and a preparation period of 40 minutes. Exceptions will be made in the required teaching time where the project contract so requires. On a daily basis, full-time project personnel (training specialists) are required to be on-site for six hours with five contact hours of teaching per day.

21. Payroll checks, at the option of the employee, may be

mailed to his home, bank, or other designated address.

22. A bulletin board, approximately 4' × 4' in size, shall be made available at a convenient location to be mutually agreed upon by the full-time project personnel (training specialists) and the administration of the William L. Dawson Technical Institute and the institutes, colleges or locations where training specialists are assigned. It shall be visibly labeled Local 1600 Bulletin Board. Only the Union Chapter Chairperson shall post or remove notices from the bulletin board.

23. In addition to the foregoing sub-sections 1 through 22 inclusive, the Board agrees that Articles I; II-B, D, F, G; III-E, G, I; IV-A, B, C(1); V; VII; VIII-K(1); O, X; XII; XIII; XV; and Appendices A and C are applicable to project personnel (training specialists).

In all of Articles enumerated above,

a) wherever it says "faculty member" read "project personnel (training specialist)";

b) wherever it says "College" or "Colleges" substitute "Dawson Technical Institute or other locations where training specialists are assigned";

c) all references to department, department chairpersons, department organization, department structure, or department processes are not applicable to Article VIII.N.

24. a. All full-time project personnel (training specialists) shall be granted basic vacations each year on October 1, as follows:

   1. New full-time project personnel (training specialists) will earn 5/6 days per month from his or her original date of hire as a full-time project personnel (training specialist) through the following September 30.

   2. Two weeks for full-time project personnel (training specialists) with at least one year but less than seven years longevity as full-time project personnel (training specialists).

   3. Three weeks for those with seven to fifteen years longevity as full-time project personnel (training specialists).

   4. Four weeks for those with fifteen years and over longevity as full-time project personnel (training specialists).

b. Vacations shall be taken at a time agreed upon by the full-time project personnel (training specialist) and the College President or his designee, but in the event of a conflict with vacation times desired by other employees, vacation times will be accorded on the basis on seniority.

c. Vacations must be taken between October 1 and September 30 of the next year. Exceptions will not be made except for good cause and with the written approval of the Chancellor.

d. In case a holiday is observed on any work day during a regularly scheduled vacation, such a holiday shall not be counted as a vacation day.

e. All full-time project personnel (training specialists) shall have a vacation consisting of December 24 and all work days between December 24 and the ensuing New Year's day.

f. In the event a project personnel (training specialist) has earned a vacation as provided herein but has not taken it by reason of separation from service, he, or in the event of his death his surviving spouse or his estate, shall be entitled to receive his prevailing salary in a lump sum for such unused vacation period.

25. The above provisions and only the above provisions of this Agreement apply to project personnel (training specialists). All other provisions not specifically enumerated in Article VIII. N. are hereby excluded.

26. No later than August 1, 1986, the Chancellor and the Union President shall meet to discuss further revisions of Article VIII. N. to reflect the new status of Dawson Technical Institute teachers and teachers at the new Learning Centers and Technical Institutes.

O. Health service.

An emergency health service shall be provided at each of the City Colleges of Chicago.

article IX leaves

A. Leaves with pay.

1. Sabbatical leave.

   a. The Chancellor shall have the authority, with the approval of the Board, to grant leaves of absence to tenured faculty members for a period not to exceed one academic year and not less than one semester for resident study, research and writing, travel, or other purposes designed to improve the services of the faculty member to the Colleges.

   b. A faculty member who has received a sabbatical leave for the purpose of completing the requirements for an advanced degree and who finds that he cannot complete these requirements during said leave, shall, upon application and upon approval of evidence satisfactory to the Chancellor, be granted a professional leave of absence with full loss of pay for a maximum period of one academic year. This additional leave shall commence immediately upon the expiration of the sabbatical leave. The application for such leave shall be made to the Chancellor through the College President.

A faculty member granted such professional leave shall not be exempted from the service requirements of Article IX. A. 1. g. of this Agreement.

c. A sabbatical leave may be granted at the completion of six or more years of continuous satisfactory active service. A sabbatical leave granted under this section shall be a bar to any further leave hereunder until after the completion of at least six years of additional continuous satisfactory active service. The application for leave shall contain a definite statement of the plan for resident study, research and writing, travel, or other activities to be undertaken, or a combination thereof, which plan shall be approved by the Chancellor and no change in the plans shall be made without his approval. If it shall become necessary in the granting of sabbatical leave to choose between two or more applicants whose qualifications are substantially equal, the selection shall be determined first, on the basis of the number of years since the last sabbatical leave taken, and second, on the basis of seniority. Sabbatical leave applications under this section shall be received and reviewed by a joint Union-Administration committee at each College consisting of an equal number of faculty members and administrators. The Union chapter chairs shall select the faculty members and the College administrations shall select the administrators on each committee. After reviewing the applications, each committee shall make its recommendations to the College President.

d. A faculty member on sabbatical leave shall receive one-half of his full base salary for an academic year leave or his full base salary for a semester leave. The number of faculty members who will be permitted to take sabbatical leave each academic year shall not exceed five percent (5%) of the faculty members in the Colleges. The deadline date for sabbatical leave applications will be March 1. However, if the number of faculty members granted sabbatical leave from among those who apply for such leave by March 1 is below five percent (5%) of the total of faculty members, additional applications for sabbatical leave may be filed prior to October 1 of that year for the subsequent spring semester only. If the number of sabbatical leaves granted to March 1 applicants is below five percent (5%) of the total of faculty members, the Chancellor shall report the reasons therefor to the Board, and shall notify the faculty members that additional applications for sabbatical leave will be accepted for the subsequent spring semester only.

No more than two-thirds (⅔) of the sabbaticals granted by the Board under this section shall be academic year sabbaticals, provided there is no additional cost to the Board based on covering the classes of faculty members on sabbatical leave with outside lecturers as provided herein.

e. Upon the expiration of leave granted pursuant to this section, and upon presentation of evidence satisfactory to the Chancellor showing full compliance with its terms and conditions, the faculty member shall be returned to the position he formerly occupied.

f. A faculty member on a sabbatical leave with half salary may accept another position which does not constitute more than one-third of his full-time teaching load. A faculty member on leave at full salary may not accept another position.

g. Before any leave is granted under this section, the faculty member shall agree in writing that, in the event he fails to return to service at the expiration of such leave and to serve in the City Colleges of Chicago for a period of at least one academic year thereafter, he shall refund all sums of money paid him by the Board during said sabbatical leave. Any faculty member on a sabbatical leave who violates any of the conditions of such leave shall return to the Board any salary paid by the Board during the period of such violation.

h. When a sabbatical leave is granted, the absence shall not be construed as a break in service for any purpose.

i. When a faculty member is granted sabbatical leave pursuant to this section, any classes or other work made available by the grant of the sabbatical leave may be assigned to outside lecturers.

2. Sick leave.

a. Annual sick leave.

1) At the beginning of each academic year, a bank of ten (10) days of sick leave shall be granted to each faculty member for the academic year. An additional two (2) days of sick leave shall be granted to each faculty member employed full-time during the summer session, and one (1) day to those employed at least half-time during the summer session. Faculty members beginning full-time employment subsequent to the beginning of the academic year shall be granted a bank of sick leave prorated on the above basis for the remainder of the academic year.

2) Sick leave may be used during any period in which the faculty member is on employed status.

3) Deductions from a faculty member's bank of accumulated sick leave shall be made only for absences on days during which a faculty member is actually absent from classes or other assigned duties, except for an absence for an entire week in which case the deduction shall be for an entire week.

4) Sick leave may be used, at the option of the

faculty member, for absences resulting from pregnancy, childbirth and/or related convalesence. The beginning and end of such absences, if any, shall be determined as in the case of any other sick leave.

b. Accumulation of sick leave. Each faculty member shall accumulate an unlimited number of sick leave days with pay. A tenured faculty member who has exhausted his accumulated sick leave may be advanced up to twenty (20) days of additional sick leave, provided that any faculty member who leaves the employment of the Board while owing for sick leave advanced in the past shall repay the Board for such sick leave and if this obligation is not repaid the amount of the obligation may be deducted from any funds dues him.

c. Lump-sum payment for unused sick leave.

1) At the time of retirement at age 55 or over, or upon total disability or death, a faculty member or his estate shall receive a lump-sump payment of the unused portion of his accumulated sick leave computed at his final base rate of pay. See Article VII. J.

However, no more than one (1) faculty member per semester in any given subject area within a given College between the ages of 55 to 60 years shall be eligible for such lump-sum payment. When two or more faculty members in the same subject area between the ages of 55 and 60 years request the lump-sum payment in the same semester, the one with the greatest seniority in the City Colleges of Chicago shall be awarded such payment.

2) A faculty member retiring at or after the end of the summer term of any calendar year shall be paid said lump-sum payment in the calendar year subsequent to his retirement.

3. Leaves for personal business. Effective January 1 of each year, each faculty member shall be granted five days annually for personal leave, which five days when used will be charged to the sick leave bank of the individual.

4. Leaves of absence to attend professional meetings or to receive university degrees.

a. Purpose. The Chancellor may approve short leaves of absence with pay for not to exceed ten (10) days to permit faculty members to attend professional meetings, receive a higher degree from a college or university, or for other purposes contributing to the professional growth and development of the faculty member.

b. Reimbursement of expenses. When a faculty member is granted approval by the Chancellor for a leave of absence as specified in 4. a. above, except for the purpose of receiving a higher degree, he shall be reimbursed for all expenses up to a maximum of $500.00. However, when he has been requested to attend a meeting as an official representative of the Colleges, or when he attends a meeting as an officer of the organization holding the meeting, or to present a paper or serve as a member of a panel, and such attendance has been approved by the College President, he shall be reimbursed for all reasonable expenses.

If money is not available at the faculty member's College, the faculty member may sign a waiver of reimbursement.

c. The Board shall provide at each College the sum of $10,000 ($5,000 at Colleges with fewer than 100 faculty members) annually for use by members of the bargaining unit for travel to and attendance at professional meetings and conferences. A joint Union-Board committee consisting of an equal number of faculty members appointed by the Union Chapter chair and administrators appointed by the College President shall develop the guidelines for selecting candidates for these leaves of absences.

5. Special leaves of absence with pay.

a. The Chancellor may approve short leaves of absence with pay for not to exceed five days to permit a faculty member to attend the funeral of a deceased parent, spouse, child, brother or sister.

b. The Chancellor may approve short leaves of absence with pay for not to exceed five days to permit a faculty member to attend the funeral of a close friend or relative (other than those specified in subparagraph a. above). Such absences shall be charged against sick leave.

c. Jury duty or court attendance. Faculty members who are summoned to court to perform jury duty or who are subpoenaed to attend court or board hearings to testify in matters in which they have no personal or pecuniary interest shall suffer no loss of salary thereby, but they shall be required to remit to the Board any sums of money they receive in compensation for such duty or attendance.

6. Leaves to attend AFT conventions. The Board shall grant leaves of absence without loss of pay to not more than twelve (12) bargaining unit members elected as official delegates and who attend the American Federation of Teachers annual convention. Such leaves shall be for the period of the AFT convention but in no event shall exceed one week.

B. Leaves of absence without pay.

1. Professional leaves of absence.

a. A tenured faculty member may be granted upon his request up to one year's leave of absence without pay, and up to an additional year's leave upon request, for advanced study, research or writing, exchange teaching, travel or any other professional experience which is related to his field of teaching or employment or which will improve his professional competence.

b. Application for professional leaves require approval of the College President or the Department Chairperson and shall be filed with the College President not later than March 1 or November 1 preceding the semester that the leave shall become effective. Requests for extension of professional leaves of absence must be made in writing at least sixty (60) days before the termination of leave. Failure to return to employment upon termination of leave shall constitute termination of employment.

c. Benefits or rights accumulated by a faculty member prior to the effective date of the leave of absence shall be carried forward and credited to the faculty member upon his return. When a leave has been granted under this section, the absence shall not be construed as a break in service insofar as seniority is concerned.

d. A faculty member returning from a professional leave shall have the right to return to the department at the College which he left. In the event of the elimination of the position which he held prior to the leave, he shall exercise his seniority rights in accordance with the provisions of Article VIII. F. 2. a.

e. No more than two percent (2%) of the faculty members of the Colleges may be granted professional leaves in any academic year.

2. Maternity leave.

a. A faculty member who is pregnant may apply for a maternity leave before the expected date of birth. Upon application a tenured faculty member shall be granted a maternity leave of absence without pay for a period not to exceed two years. Maternity leave shall be granted to a non-tenured faculty member but such leave or any renewal thereof shall not extend beyond the termination date of her current contract. A maternity leave shall be terminated at the request of the faculty member. At her option a faculty member may elect to use her available sick leave while on employed status for a period beginning two months before the expected date of birth and ending two weeks following birth, before materity leave becomes effective.

b. A maternity leave may be renewed for an additional two years in the event another pregnancy occurs while a tenured faculty member is on maternity leave. Additional extensions will be limited to a continuous period of eight years.

c. Maternity leave may be granted to a tenured female faculty member who adopts an infant under the age of two years, or assumes care of such infant coincident with legal responsibility.

d. A faculty member desiring to return to duty from a maternity leave must write a letter to her College President announcing her intention at least two weeks before the expiration of the maternity leave. The faculty member must take a health examination by a medical examiner selected either by the Chancellor or by the faculty member, at the latter's option. Failure to write the College President or to pass the health examination shall constitute grounds for terminating the faculty member's employment.

e. If the period of maternity leave is less than one year, then the faculty member shall have the right to return to her former position at her College. If the period of such leave is more than one year, then she shall have the right to employment in the first position in her field which becomes available at any College after the termination of her leave.

f. Absence on maternity leave shall not be considered a break in service insofar as seniority is concerned.

3. Paternal leave.

a. A faculty member shall, upon application, be granted a paternal leave of absence without pay for a period of not to exceed one (1) year, to rear a child under the age of two (2) years who resides with him and who is his child by birth, or adoption, or for whom he has assumed legal responsibility.

b. A paternal leave of absence may be renewed for an additional one (1) year in the event a faculty member while on a paternal leave again applies for a paternal leave to rear another child under the age of two (2) years who resides with him and who is his child by birth, or adoption, or for whom he has assumed legal responsibility.

c. Absence on a paternal leave shall not constitute a break in service insofar as seniority is concerned.

d. If the period of paternity leave is less than one year, then the faculty member shall have the right to return to his former position at his College. If the period of such leave is more than one year, then he shall have the right to employment in the first position in his field which becomes available at any College after the termination of his leave.

4. Military and Peace Corps leaves.

a. A faculty member who is drafted or otherwise called to active duty, or who leaves his position for extended active duty in the military service of the United States during a state of war or national emergency, shall be granted a military leave for the duration of such war or national emergency. He shall be entitled to return to his position provided his discharge from the service is honorable and he is able to pass a health examination given by a medical examiner selected by the Chancellor. Application must be made within sixty days following his discharge from the service.

b. During the period of such authorized military leave, the Board will continue to pay all required faculty member contributions to the fund of the State Universities Retirement Systems.

c. Restoration shall be at the salary lane and step held at the beginning of military leave plus any advancement in salary steps that the faculty member would have been granted had he been continuously employed and complied with requirements for salary step increases.

d. A faculty member who leaves his position to serve with the United States Peace Corps will be afforded the same benefits as a faculty member on military leave, except that contributions to the retirement fund will not be made by the Board during the Peace Corps leaves and Peace Corps leaves may not exceed two calendar years.

e. A faculty member may take short leaves of absence to perform temporary active duty with Reserve or National Guard units. During such leave of absence and while engaged in the performance of such military duty, a faculty member will be paid his basic salary provided he remits to the Board any sums of money paid to him as compensation for the performance of such military duty.

5. Special leaves of absence. The Chancellor shall have authority, with the approval of the Board, to grant a leave of absence without pay for a period of not to exceed five (5) months to a faculty member who applies for such leave because of serious illness of a member of his immediate family or for other good and sufficient cause. Such leaves may be extended for periods of up to an additional five (5) months upon application. Such period of absence up to two years shall not be considered a break in service insofar as seniority is concerned. A faculty member returning from such leave not exceeding two years shall have the right to return to the department which he left. In the event of the elimination of the position which he held prior to his leave, he shall exercise his seniority rights in accordance with the provisions of Article VIII. F. 2. a.

article X grievance procedure

It is the declared objective of the Union and the Board to encourage the prompt and informal resolution of complaints of faculty members as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of complaints.

A. Definition

1. A "grievance" shall mean a complaint by a faculty member

a. that there has been as to him a violation, misinterpretation or inequitable application of any of the provisions of this Agreement or;

b. that he has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting faculty members.

2. As used in this Article, the term "faculty member" shall mean also a group of teachers having the same grievance.

3. As used in this Article, the term "grievance" shall also include a grievance affecting more than one department at a single College and a grievance affecting more than one College.

4. While the grievance procedure herein set forth describes the processes for the handling of grievances in which faculty members desire representation by the Union, nothing herein shall be construed to bar an individual from handling his own grievance case or from designating a faculty member of his own choice to proceed in his behalf except as provided herein.

5. The handling of any grievance, except at Step 3, the arbitration level, shall be restricted to faculty members only, whether as grievants, or as representatives of grievants; and the disposition shall not be deemed to change or modify the terms and conditions of this Agreement, unless the Board and the Union shall otherwise agree in writing.

B. General procedures.

1. College level (Step 1).

a. A faculty member may present a grievance concerning himself, or a grievance may be presented in his behalf, not later than ten (10) school days following his knowledge of the act, event or the commencement of the condition which is the basis of the complaint.

1. Where the grievance concerns a matter which is within the authority of the Chairperson of the Department to which the faculty member is assigned, it shall be first presented to and considered and answered by said Chairperson. If a grievance concerns a matter which is not within the authority of the Chairperson of the Department or if the answer of the Chairperson of the Department, which must be made within three (3) school days after a grievance has been presented to such Chairperson, does not settle the grievance, the grievance shall be presented to and considered and answered by the President of the College.

2. If the grievance is presented in writing either to the Chairperson of the Department or the President of the College, it shall be answered in writing.

b. While oral presentation and settlement of grievances are encouraged under this Step of the grievance procedure, no grievance may be appealed to the central level under Step 2 hereof, unless it has been presented in writing to the College President and opportunity afforded for the College President to answer the same in writing under the schedule herein set forth.

c. If a written grievance is presented by the Union on behalf of the faculty member, it shall be signed both by the grievant and the Union Chapter Chairperson. The Union may indicate on such grievance if it approves or disapproves thereof. If the matter presented to the College President was first taken up with a Department Chairperson, a written grievance should also state why the disposition of the grievance proposed by the Department Chairperson is unsatisfactory. The grievant shall be personally present at the conference on the grievance with the Department Chairperson or the College President.

d. Whenever a written grievance is presented to the President of the College, the College President shall furnish a copy thereof to the Union Chapter Chairperson or his designee at the College and shall advise him of the time and place scheduled for the conference thereon. If the Union Chapter Chairperson or his designee at the College makes a request therefor, the College President shall accord him or any other Union designee an opportunity to be present when the grievance is heard and to state the views of the Union thereon.

e. When a written grievance has been presented to him, the President of the College shall communicate his written decision to all parties concerned as promptly as possible, but not later than seven (7) school days after receiving the written grievance.

2. Central level (Step 2).

a. If the grievance is not satisfactorily resolved through Step 1, the Union or the grievant may appeal to the Chancellor of the Colleges within ten (10) school days after delivery of the decision of the President of the College. At the time of the filing of a grievance at Step 2, the Union may stipulate that the grievance is to be held in abeyance (pended) for a period not to exceed 30 days until the Union notifies the Chancellor or his designee that the grievance has been reactivated. All applicable time limits shall cease to run during the period a grievance is held in abeyance.

b. The appeal shall be in writing and duly signed and shall state specifically the act or condition and the grounds on which the grievance is based and why the disposition of the grievance offered by the President of the College in Step 1 is unsatisfactory.

c. The Chancellor or his designee shall promptly meet and confer on the appeal. The Chancellor or his designee shall communicate his decision in writing to the aggrieved faculty member and to any Union representative who participated in Step 2. Such decision shall be made not later than ten (10) school days after the written appeal has been duly made to the Chancellor.

3. Arbitration (Step 3).

a. A grievance which was not resolved at the level of the Chancellor under the grievance procedure may be submitted by the Union to an arbitrator for decision if it involves the application or interpretation of this Agreement.

b. Within forty (40) school days of the Chancellor's decision, the Union only may appeal from the decision of the Chancellor to the American Arbitration Association for arbitration under its rules. Where the provisions of the Uniform Arbitration Act of Illinois and such amendments thereto as may be enacted shall conflict with the rules of the American Arbitration Association then the former shall apply.

c. The proceeding may be initiated by filing with the Chancellor and the Chicago office of the American Arbitration Association a notice of arbitration. The arbitrator shall hold a hearing within twenty (20) days of his receiving notice of arbitration. Five days notice will be given to all parties of the time and place of the hearing.

d. Arbitration cases under this Agreement shall be conducted without a court reporter, unless if either party desires a court reporter and intends to make use of the transcript of the proceedings for purposes of presenting the party's case before the arbitrator, that party shall furnish without cost a copy of the transcript to the other party and the arbitrator. Arbitration cases under this Agreement shall be conducted without post-hearing briefs. If oral summation or argument is necessary, it shall be made within twenty (20) days of the completion of evidence.

e. The arbitrator shall issue his decision not later than twenty (20) days from the date of the closing of the hearings, or if oral hearings have been waived, or supplemented, then from the date of transmitting the final proofs and statements to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted.

f. The arbitrator's fees and expenses will be shared equally by the parties.

g. The decision of the arbitrator will be accepted in good faith as final by both parties to the grievance and both will abide by it.

h. The arbitrator shall limit his decision strictly to the application and interpretation of the provisions of this Agreement and he shall be without power or authority to make any decision:

1) Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement; or

2) Limiting or interfering in any way with the powers, duties, and responsibilities of the Board under applicable law.

i. The Board and the Union agree that neither party will appeal an arbitration award to the courts unless the arbitrator is believed by either party to have acted illegally. The Board and Union also agree not to appeal any arbitration case to the courts until the arbitrator has heard the case and rendered an award, even if either the Board or the Union believes the arbitrator has acted illegally.

The Board and the Union agree that all arbitration awards shall fully and immediately be followed. If an arbitration award is questioned it will nevertheless be complied with subject to future adjudication.

C. Time limits.

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

2. The time limits specified in the grievance procedure may be extended in any specific instance by mutual written agreement.

3. Wherever written grievances, answers or appeals are required by the grievance procedure to be served upon the College President, the Chancellor, or the Union, certified mail to the College President at his College office, to the Chancellor at his office address, and to the Union at its headquarters shall meet all service requirements hereof, except that personal service, duly receipted, shall also be adequate service.

D. Union grievances. The Union has the right to initiate or appeal a grievance involving alleged violation of this Agreement. Such grievance shall be initiated with the appropriate College President or, where appropriate, with the Chancellor. When such grievance is filed by the Union, earlier steps of the grievance procedure shall be unnecessary, but in all other respects the grievance procedures above described shall apply to Union-filed grievances, except that written answers made by the College President or Chancellor need be served only upon the Union.

E. Administration grievances.

1. It is agreed that under this Agreement there may be occasions when grievances by the Administration against the Union may arise and when in their judgment it is desirable for the Administration representatives to utilize the grievance and arbitration procedures hereof.

In cases involving only a single College such grievances in behalf of the Administration shall be served in writing by the President of the College upon the Union representative and shall be handled by the same steps and time table as a Step 1 grievance. If not there resolved, the matter shall be handled as a Step 2 grievance between the Chancellor or his representative.

2. If an Administration grievance involves more than one College, it shall be commenced by a written complaint from the Chancellor or his representative to the Union President and shall be subject to the same procedures and time table as a Step 2 grievance.

3. If an Administration grievance is not resolved in Step 2 of the grievance procedure, the Administration may invoke the arbitration procedures of Step 3.

F. General provisions as to grievance and arbitration.

1. The filing or pendency of any grievance under the provisions of this Article shall not prevent the Board and its representatives from taking the action complained of, subject however, to the final decision on the grievance.

2. The grievance and the arbitration procedures of this Agreement shall not apply to any matter as to which the Board is without authority to act.

3. Nothing contained in this Article or elsewhere in this Agreement shall be construed to deny to any employee his rights under applicable law, or resolutions, rules or regulations having the force and effect of law.

article XI scope of agreement

This Agreement covers all matters relating to salaries, fringe benefits and working conditions of full-time faculty members in the bargaining unit for the period of the Agreement. The Appendices hereof are integral parts of this Agreement and by this reference are incorporated herein. There shall be no unilateral reopening of this Agreement by either party during the life thereof. The Board agrees that during the period of this Agreement it will take no action changing salary schedules, fringe benefits and working conditions without prior consultation and negotiation with the Union.

If unforeseen additional educational funds or revenues become available to the Board after passage of the final budget during the period of this Agreement, such additional funds or revenues shall be distributed or allocated only after negotiation with the Union. The Board will notify the Union of the availability of such additional funds or revenues at least one month prior to any Board action to adopt a supplemental budget to allocate these funds. Negotiations on these funds shall begin within one week of notification to the Union.

In such reopened negotiations, such unforeseen additional funds may be allocated for the following items: faculty and project personnel salary increases and fringe benefits, employment of additional counselors and librarians, restoration of sabbatical leaves.

article XII conformity to law — savings clause

If any provision of this Agreement is or shall at any time be contrary to or unauthorized by law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.

In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

If there is any conflict between the provisions of this Agreement and any affirmative action obligations imposed on the Board by a federal or state statute, the affirmative action obligations of such federal or state statute shall prevail.

article XIII no strike pledge

The Union and the Board subscribe to the principle that any and all differences shall be resolved by peaceful and appropriate means without interruption of the Colleges program. The Union therefore agrees that it will not instigate, engage in, support, encourage, or condone any strike, work stoppage, or other concerted refusal to perform work by the faculty members covered by this Agreement. Differences between the parties concerning the meaning, interpretation or application of this Agreement shall be resolved by utilization of the Grievance Procedure set forth in Article X hereof or by other lawful and peaceful means available under the law of Illinois.

article XIV no reprisals

It shall be a term and condition of this Agreement that there will be no reprisals by the Union or the Board against the Board or the Union, Union members, students, clerks, or any other person as a result of participation or nonparticipation by any of the above in a strike by Local 1600 or other activities in connection therewith. Provided, however, that denial of sick leave or personal leave of faculty during the strike is not to be considered reprisal. The Board will dismiss with prejudice any and all legal proceedings which it has filed in connection with the strike and agrees not to institute any further claims or other litigation in connection therewith. The Union likewise agrees not to process any claims, grievances, or other litigation in its behalf or its member's behalf or any other person's behalf based on the strike or any strike-connected action taken by the Board, provided that the Union may institute grievance procedures which are based upon suspensions, dismissals, refusals to renew, denial or cancellation of fringe benefits, denials of increment or failure to check off Union dues predicated upon alleged strike or Union-based activities.

article XV procedures for future negotiations

A. **Commencement of negotiations.** Negotiations between the Board and Union representatives for a subsequent Agreement will commence no later than February 1, 1989, upon request of either party.

In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating representatives of the other party.

B. **Released time for Union negotiators.** The Board, recognizing the Union's vital contribution to the welfare and successful functioning of the Colleges, agrees to release the members of the Union Negotiating Committee, not to exceed six (6) from fifty percent (50%) of their regular teaching load or other assigned duties, without loss of pay during the semester in which negotiations for a new Agreement are actively proceeding. In no case shall such faculty member's teaching load be reduced below six (6) class contact hours (eight (8) class contact hours for physical education). The programs of the six Union negotiators shall be arranged so that their programs shall fall on the same two (2), or at the most three (3), days a week. Special consultants to the Union Negotiating Committee not to exceed three (3), shall be released from all teaching or other assigned duties without loss of pay on the day they attend negotiating meetings with the Board representatives.

article XVI duration

This Agreement shall be effective as of July 15, 1986, and shall continue in full force and effect through July 15 ,1989. Thereafter it shall continue in full force and effect unless either party gives the other party at least thirty (30) days written notice.

Board of Trustees of Community College
District No. 508
County of Cook and State of Illinois

By________________________________
Its Chairman

By________________________________
Its Secretary

Cook County College Teachers Union,
Local 1600, American Federation of
Teachers, AFL-CIO

By________________________________
Its President

APPENDIX A.1.
PAYROLL DUES DEDUCTION AUTHORIZATION

To the Board of Trustees
of Community College District No. 508:

I hereby authorize and direct the Board of Trustees of Community College District No. 508 through its officers, agents and employees, to deduct from the portion of my salary due me each month the amount as certified by the Cook County College Teachers Union at the current rate of dues. Such deduction is to start immediately after the date of this authorization.

I further authorize and direct you to transfer and pay such sum so deducted to the Treasurer of the Cook County College Teachers Union, 343 South Dearborn Street, Chicago, Illinois 60604.

In consideration of the above described service rendered by the Board of Trustees of Community College District No. 508, its members, officers, agents, and employees, the undersigned hereby releases and discharges the Board of Trustees of Community College District No. 508, its members, agents, and employees, of and from any and all liability whatsoever arising as a result of the authorization herein given.

This authorization is revocable by me upon thirty (30) days written notice prior to March 1 or October 1 of any year, to the Cook County College Teachers Union and the Board of Trustees of Community College District No. 508, the revocation to become effective March 1 or October 1 of that year, or upon termination of my employment. It is understood this service shall be limited to deduction to one employee organization for any individual employee, and that no partial deduction will be made.

____
Employee Signature

Effective Date ____________________________

Social Security Number ______________________

__________________________ $ ___________
Position Title Annual Salary

Mr.
Miss
Mrs. ____________________________________
Last Name First Middle (Print)

Address __________________________________

Zip Code__________ Home Phone No. ____________

College __________________________________

APPENDIX A.2.
COMMITTEE ON POLITICAL EDUCATION (COPE)
PAYROLL CONTRIBUTION DEDUCTION AUTHORIZATION

I hereby authorize the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois to deduct from each of my paychecks in the academic year the sum of $________ and to forward that amount to the Cook County College Teachers Union Committee on Political Education. This authorization is signed voluntarily on the understanding that the Cook County College Teachers Union Committee on Political Education is engaged in joint fund raising efforts with the AFT-IFT and will use the money contributed to that effort to make political contributions and expenditures in connection with federal, state and local elections. This voluntary authorization may be revoked at any time by notifying the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois and the Cook County College Teachers Union Committee on Political Education in writing of the desire to do so.

____
Name (please print)

Social Security Number ______________________

Signature ______________________

College ______________________

Address ______________________

APPENDIX B.1.
CITY COLLEGES OF CHICAGO
academic year (36 weeks) salary schedule for FULL-TIME FACULTY MEMBERS

(Effective beginning Fall Semester 1986)

Step	Lane I	Lane II	Lane III	Lane IV
1	—	21,056	23,628	26,323
2	19,121	21,468	24,033	26,782
3	19,441	21,880	24,446	27,240
4	19,818	22,292	25,274	28,160
5	20,569	23,087	25,723	28,618
6	20,981	23,884	26,616	29,559
7	21,745	24,296	27,074	30,017
8	22,526	25,118	27,987	30,980
9	22,946	25,994	28,919	31,437
10	23,736	26,453	29,378	32,423
11	24,551	27,357	30,331	32,881
12	24,964	28,283	31,308	33,890
13	25,833	28,741	31,766	34,348
14	26,731	29,687	32,766	35,381
15	27,189	30,145	33,224	35,840
16	28,107	31,114	34,249	36,899
17	29,044	31,571	34,707	37,357
18	29,503	32,563	35,756	38,443
19	30,462	33,021	36,215	38,901
20	30,922	34,036	37,291	40,016
21	31,903	34,494	37,749	40,474
22	32,362	35,534	38,207	40,933
23	33,367	35,993	39,311	42,076
24	33,826	37,059	39,770	42,535
25	34,856	37,517	40,228	42,993
26	35,315	38,610	41,361	44,168
27	36,371	39,069	41,819	44,626
28	36,829	40,191	42,983	45,085
29	37,287	40,649	43,440	46,292
30	37,746	41,108	44,635	46,751
31	—	41,566	45,093	47,991
32	—	42,025	45,553	48,450

APPENDIX B.1.
CITY COLLEGES OF CHICAGO
academic year (36 weeks) salary schedule for FULL-TIME FACULTY MEMBERS

(Effective beginning Fall Semester 1987)

Step	Lane I	Lane II	Lane III	Lane IV
1	—	23,002	25,660	28,530
2	20,798	23,207	25,862	28,760
3	20,958	23,414	26,069	28,989
4	21,146	23,619	27,105	30,140
5	22,028	24,578	27,330	30,369
6	22,233	25,564	28,428	31,562
7	23,144	25,769	28,657	31,792
8	24,087	26,793	29,794	33,028
9	24,296	27,872	30,971	33,256
10	25,268	28,102	31,200	34,539
11	26,279	29,223	32,420	34,768
12	26,485	30,386	33,684	36,097
13	27,550	30,615	33,914	36,326
14	28,658	31,818	35,225	37,704
15	28,887	32,048	35,454	37,934
16	30,034	33,296	36,815	39,364
17	31,221	33,524	37,044	39,593
18	31,450	34,819	38,454	41,077
19	32,682	35,048	38,684	41,305
20	32,912	36,389	40,148	42,847
21	34,188	36,618	40,377	43,075
22	34,417	38,010	40,605	43,305
23	35,740	38,240	42,125	44,904
24	35,969	39,684	42,355	45,133
25	37,342	39,913	42,583	45,363
26	37,572	41,411	44,161	47,024
27	38,996	41,641	44,390	47,253
28	39,224	43,197	46,029	47,482
29	39,453	43,425	46,257	49,209
30	39,683	43,655	47,958	49,438
31	—	43,884	48,187	51,231
32	—	44,113	48,418	51,460

APPENDIX B.1.
CITY COLLEGES OF CHICAGO
step conversion chart for FULL-TIME FACULTY MEMBERS

(Effective beginning Fall Semester 1988)

1988-89 STEP CONVERSION CHART

1987-88 Step	Lane I	Lane II	Lane III	Lane IV
1	1	1	1	1
2	1	1	1	1
3	1	1	1	1
4	1	1	2	2
5	2	2	2	2
6	2	3	3	3
7	3	3	3	3
8	4	4	4	4
9	4	5	5	4
10	5	5	5	5
11	6	6	6	5
12	6	7	7	6
13	7	7	7	6
14	8	8	8	7
15	8	8	8	7
16	9	9	9	8
17	10	9	9	8
18	10	10	10	9
19	11	10	10	9
20	11	11	11	10
21	12	11	11	10
22	12	12	11	10
23	13	12	12	11
24	13	13	12	11
25	14	13	12	11
26	14	14	13	12
27	15	14	13	12
28	15	15	14	12
29	15	15	14	13
30	15	15	15	13
31	—	15	15	14
32	—	15	15	14

APPENDIX B.1.

CITY COLLEGES OF CHICAGO

academic year (36 weeks) salary schedule for FULL-TIME FACULTY MEMBERS

(Effective beginning Fall Semester 1988)

Step	Lane I	Lane II	Lane III	Lane IV
1	22,475	24,947	27,691	30,738
2	23,486	26,070	28,937	32,121
3	24,543	27,243	30,239	33,566
4	25,647	28,469	31,600	35,076
5	26,801	29,750	33,022	36,654
6	28,007	31,089	34,508	38,303
7	29,267	32,488	36,061	40,027
8	30,584	33,950	37,684	41,828
9	31,960	35,478	39,380	43,710
10	33,398	37,075	41,152	45,677
11	34,901	38,743	43,004	47,732
12	36,472	40,486	44,939	49,880
13	38,113	42,308	46,961	52,125
14	39,828	44,212	49,074	54,471
15	41,620	46,202	51,282	56,922

APPENDIX B.2.

CITY COLLEGES OF CHICAGO

Project Personnel (Training Specialists) 1986-1989 Salary Schedule

Step	Lane I Bachelor's	Lane II BA + 30	Lane III MA
A	18,040	19,840	20,746
B	18,671	20,534	21,472
C	19,325	21,253	22,224
D	20,000	22,000	23,000
1	20,700	22,770	23,805
2	21,425	23,567	24,638
3	22,175	24,392	25,501
4	22,951	25,246	26,393
5	23,754	26,129	27,317
6	24,586	27,044	28,273
7	25,446	27,990	29,263
8	26,337	28,970	30,287
9	27,259	29,984	31,347
10	28,213	31,033	32,444
11	29,200	32,119	33,580
12	30,222	33,244	34,755
13	31,280	34,707	35,971
14	32,375	35,611	37,230
15	33,508	36,857	38,533

APPENDIX B.3.

calendar year (12 months) salary schedule for ADMINISTRATIVE ASSISTANTS ANNUAL (12 MONTHS) SALARIES

Step	Effective 1/1/70
1	$12,120
2	12,600
3	13,080
4	13,560
5	14,040
6	14,520
7	15,000
8	15,480
9	15,960
10	16,440
11	16,920
12	17,400
13	17,680
14	18,360
15	18,840

APPENDIX B.4.

COMPENSATION FOR TV COLLEGE STUDIO TEACHING AND SUPPORTING TV INSTRUCTION

A. **Studio teaching.** Any faculty member selected to teach a course on television shall receive compensation as follows:

1. For preparation prior to studio presentation. The faculty member shall be assigned a full summer term at his prevailing salary rate for initial course preparation. In addition, a faculty member scheduled to present a course live during a fall semester shall be given three class contact hours of teaching credit during the preceding spring semester for course preparation.
2. For initial studio presentation. The faculty member presenting a three credit hour course telecast live shall be relieved of all teaching duties other than his studio duties and shall receive a full semester's compensation at his prevailing salary rate. In addition, he shall be given an overtime assignment of three (3) contact hours at the rate established for his salary lane and step for coordinating course activities. Instead of an overtime assignment, however, the teacher may elect a nine contact hour teaching program during the semester he returns to the College of his assignment, in accordance with the variable teaching load provisions in Article VIII. B. 1. above. This assignment is awarded in recognition of the fact that open-circuit television teaching imposes conditions of employment beyond those imposed on the classroom teacher.

In the event a faculty member pre-records the initial studio presentation of a course for telecast in a subsequent academic semester or term, he shall be relieved of all regular teaching duties and shall receive a full semester compensation at his prevailing salary rate during the semester or term in which the pre-recording takes place.

B. Re-telecast of recorded telecourses. To protect the scholarly and professional standing of the TV teacher, TV College shall not re-schedule a recorded telecourse, or release a recorded telecourse for outside use, without obtaining the faculty member's consent to said re-telecast or release of his course, nor without compensating him to review and edit the recorded series for the purpose of maintaining and improving instructional and production quality.

1. Initial review. A faculty member consenting to reuse of his recorded telecourse shall be given a full summer term assignment at his prevailing salary rate for initial review of his series. This review shall include whatever editing and taped remakes of specific lessons are deemed advisable by the faculty member and economically feasible by the Dean of TV College.

   2. Further review. Prior to any subsequent reuse by TV College, the faculty member shall be given one-half of a summer term assignment at his prevailing salary rate for further editing and review.

3. Release for outside use. Since it is now a practice for American colleges to exchange recorded instructional materials, the Dean of TV College may request a faculty member to permit release of his recorded telecourse to bona fide college-level institutions beyond the jurisdiction of the City Colleges of Chicago, such release to be effective for a period of not to exceed three (3) academic years. Further, should any recorded telecourse find ten uses by outside institutions, within a three-year period, the faculty member involved will be given an additional one-half summer assignment for continued review and editing.

C. Compensation for supporting TV instruction. Supporting instruction in TV courses may be supplied by the TV teacher himself, as well as by other faculty members.

The television teacher shall, whenever a course is broadcast in videotape recording, be given three (3) contact hours of teaching credit for the purpose of coordinating course activities.

1. Compensation for other supporting instructional services, e.g., conducting scheduled on-campus class sessions, grading papers, etc., shall be given either to the TV teacher and/or other faculty members in accordance with procedures customary in TV College. Faculty members who provide supporting instruction in courses having as an objective the imparting of skills, e.g., foreign language, speech, secretarial, and English composition or writing skills courses, shall be assigned groups of television students (1) whom they meet in scheduled on-campus class sessions, or (2) whose series of written assignments they grade and return. Each group will be divided into two classes and the size of each class shall be in conformity with evening class size standards as specified in Article VIII. A. 1. with the following additional provisions:

   Each such group of students, divided into classes and scheduled for on-campus sessions, will be scheduled for two sessions meeting consecutively on the same day, each for 100 minutes. However, not more than eight such meetings of each of the two classes in a group shall be scheduled during an academic term, for a total of not more than sixteen (16) one hundred-minute class sessions. When classes are scheduled for the maximum number of meetings, the faculty member shall receive one additional contact hour of credit. Speech classes will conform to the above except that each of the two classes making up a group of speech students shall not exceed twenty (20) students in number. A group shall be considered for compensation purposes and the faculty members' class TV load as equivalent to a three contact hour class. The size of laboratory science classes will be in conformity with standards for such classes as specified in Article VIII. A. 1. above. For purposes of teacher compensation, eight four-hour laboratory sessions over a semester will be considered the equivalent of one on-campus laboratory class.

2. Supporting instruction in TV courses not requiring student attendance at scheduled on-campus class sessions, or not requiring the submission by the students enrolled in such classes of written work at regular intervals to be graded and returned, shall be compensated for in accordance with the amount of direct supporting instruction involved by agreement between the TV College Dean or his delegate and the teacher concerned.

3. A faculty member associated with the TV teacher in the actual preparation and/or presentation of television lessons for live broadcasting, and who is also responsible for replacing the TV teacher should the latter be unable to appear at the studio and present the assigned lesson, shall be designated the "alternate" TV teacher and shall be awarded at least three (3) class contact hours teaching credit during each semester of his involvement. In the event the alternate TV teacher is called upon to replace the TV teacher in the course of the series for more than six (6) TV sessions, he shall be compensated at his prevailing salary rate, on the basis of one-thirtieth of his semester salary for each such lesson.

D. General. Emeritus faculty members, former faculty members, and faculty members on sabbatical or other approved leave, whenever available for assignment to TV College for supporting instructional activities, shall be entitled to compensation for reuses of recorded telecourses in accordance with the policies stated above. Should any such faculty member consent to the reuse of his recorded telecourse but not be able or willing to accept an assignment to TV College for supporting instructional activities, another qualified faculty member shall be assigned such duties and shall be compensated in accordance with C. above. In such a case, the faculty member who originally made the recorded telecourse shall receive an honorarium of three hundred dollars.

APPENDIX C.
GROUP INSURANCE PROVISIONS

Policyholder:
Board of Trustees of Community College District No. 508, County of Cook and State of Illinois.

Location of contract:
30 East Lake Street, Chicago, Illinois 60601,

and, as the offices of the College move:

226 West Jackson Boulevard, Chicago, Illinois 60606.

Contributions:
Policyholder pays entire cost of Employees Life and Health Insurance. Employee pays $15.36 per month toward the cost of dependent health insurance, if elected, and the Board pays the remainder of such cost.

Eligible Employees:
All full-time active employees of the policyholder.

Eligible Dependents:
Spouse; unmarried children under age 25; and physically or mentally handicapped children beyond age 25.

Waiting Period:
None, except in the case of pre-existing conditions.

Insurance becomes effective on:
Date of employment.

Termination:
The date the employee terminates service with the Board except that eligibility for continuation of coverage of spouses and their dependents shall continue for 3 months following the month in which the employee died. Thereafter, until age 70, the spouse (and dependents) shall be eligible for continued coverage on the same basis as a regular faculty member except that the spouse shall pay the entire premium.

The privilege of remaining within the City Colleges medical group is extended to the surviving spouses of deceased retirees on the same basis as a regular employee except that the spouse shall pay the entire premium.

The Board shall permit retiring faculty members, as well as all presently retired faculty members, to continue their group medical insurance after retirement. The full cost of such continued coverage, as determined by the experience of the retired faculty members, shall be borne by such retired faculty members.

All disabled faculty members drawing SURS disability pension may receive insurance benefits on the same basis as do retired faculty members.

Administration by the Insurance Carrier:

1) Approval and payment of all claims.
2) Annual accounting of premiums, claims, reserves, etc.
3) Printing of all certificates, booklets and other communication materials.
4) Enrollment of all employees.
5) Issuance of all insurance certificates.

Mandatory Requirements:

1) Diagnostic care.
2) Mental and nervous conditions the same as any other condition under the basic plan.
3) World-wide coverage for medical treatment. All accredited hospitals are to be treated the same.
4) Continuation of coverage for up to two years on approved leaves of absence.

LIFE AND HEALTH INSURANCE

I. Life-Insurance — Employee only
(Disability Waiver of Premium)

One and three-fourths times basic annual salary rounded to the nearest thousand. Limited to a top of $60,000. Changes in Life Schedule shall be made annually on October 1. There shall be no reductions in life insurance because of age.

II. Basic Medical Plan (Employee and Dependents)

A. Room and Board
  1) Full semi-private room for 365 days.
  2) Intensive care unit shall be considered a semi-private room. (Full payment.)
  3) Private room shall be paid at the most common semi-private room rate.

B. Miscellaneous
  1) Unlimited for 365 days.
  2) Includes:
    a) Out-patient care — emergency accident and out-patient surgery.
    b) Anesthetist even though not a hospital employee.
    c) Nursery charges.
    d) All other standard hospital charges.
    e) Pathologist and Radiologist even though not hospital employees.

C. Surgical Charges
  1) $600 Schedule (including obstetrics).
  2) A member may be required to have a second opinion to determine whether recommended elective surgery is the most appropriate treatment for the medical condition in question. The second opinion shall be from a doctor recommended by Blue Cross

and Blue Shield. The member will be free to decide which opinion to follow if they do not agree, and may request still a third opinion if he wishes. The insurer shall pay 100 percent of the cost of the second and third opinions.

3) Includes payments for oral surgery, no matter where it is performed. Shall be a compensable item if performed by an oral surgeon or D.D.S.

4) Payments for more than one operation shall be paid in full on the most expensive operation, and 75% on others, if performed at the same time.

D. Maternity
   1) Hospital — unlimited.
   2) Obstetrics as shown in the surgical schedule.
   3) Pregnancy shall be covered from initial hire date.
   4) All female employees are covered.

E. Diagnostic
   1) In-hospital — unlimited.
   2) Not-in-hospital — unlimited.

F. In-Hospital Medical
$20.00 for first 5 days, $10.00 for next 360 days.

G. Accident
In full for 72 hours. Major medical thereafter.

III. Major Medical (Employee and Dependents)

A. Maximum $1,000,000 undivided lifetime.

B. Deductible	$50 per person
C. Accumulation Period	calendar year
D. Co-Insurance	80/20
E. Common Accident Deductible	$50

F. Mental and Nervous Conditions
   1) Hospitalized 80/20
   2) Not hospitalized 50/50. Limited only by the maximum payable under the contract. Treatment must be by M.D. or clinical psychologist having Ph.D.

G. Establishment of New Maximum
Amounts used may be restored by submitting satisfactory evidence of insurability.

H. Pre-Existing Conditions (other than pregnancies). Covered after 90 days free of expense.

I. Private room allowance shall be equal to most common semi-private room.

J. Private duty nursing: R.N. or L.P.N. except member of the family.

K. Blood and Blood Plasma. Covered after 3 pints.

L. Ambulance

M. Exclusions

1) Charges for the services of a Dentist except:
   a) As may be required because of accidental injury of natural teeth sustained while the individual is covered.
   b) Charges for Dentist or Oral Surgeon's services for treatment of fractures and dislocations of the jaw and for cutting procedures in the oral cavity other than for care of the teeth and gums and for extractions other than surgical removal of impacted teeth.

2) Charges incurred for eye refraction, eye glasses, hearing aids, dental prosthetic appliances, or the fitting of any thereof, except as may be required on account of accidental bodily injury to physical organs or parts sustained while the individual is covered.

3) Charges incurred on account of injury or other loss sustained as a result of war, or any act of war.

4) Charges incurred while the individual is confined in a hospital operated by the United States of America, or any agency thereof, or charges which the individual is not required to pay in the absence of insurance.

5) Charges incurred as the result of a sickness for which the individual is entitled to benefits under any workmen's compensation law, or an occupational accident.

6) Charges incurred for plastic surgery unless the operation is performed to correct deformities resulting from illness or congenital defects which interfere with function.

IV. Benefits under the Basic Plan and Major Medical are to be co-ordinated with benefits received under any other employer sponsored group plan so that not more than 100% of eligible medical expenses will be paid by all employer sponsored group plans.

V. Employees or dependents over age 65 are to be covered in accordance with the TEFRA Act. However, their benefits will be integrated with both parts A and B of Medicare if they are eligible whether they have applied for them or not.

VI. All items not listed as exclusions shall be included.

DENTAL-VISION INSURANCE

I. Dental Coverage.

A. Covers all full-time active employees.

B. Premium paid by Board.

C. Benefits.
   1) 80% of usual and customary cost of covered dental expenses after deductible of $10.00.
   2) Annual maximum: $1,500.

    3) Orthodontic expenses: 50% with lifetime maximum of $2,000.

II. Vision Care Coverage.

- A. Covers all full-time employees covered by the Agreement.
- B. Premium paid by Board.
- C. Benefits.
    - 1) When services are obtained through a panel doctor of Illinois Vision Service Plan, the services and materials listed below may be obtained once every twelve (12) months for a $10.00 deductible paid by the employee:
        - a) Examination.
        - b) Lenses.
        - c) Frames.
        - d) Contact lenses: $300 (lifetime Benefit).
    - 2) When services are obtained through a doctor not on the registered panel of IVSP, the services and materials listed below may be obtained once every twelve (12) months:
        - a) Examination fees up to $35.00.
        - b) Lenses.
            - (1) Single: up to $30/pair.
            - (2) Bifocal: up to $40/pair.
            - (3) Trifocal: up to $50/pair.
            - (4) Lenticular: up to $100/pair.
        - c) Frames: up to $40.
        - d) Contact lenses: $300 (lifetime Benefit).

Note: The material in Appendix C is intended to be descriptive of the policies presently in force. In case of question, the provisions of the policies in force as of July 1, 1973, shall be controlling, except insofar as changes have been specifically negotiated.

APPENDIX D.
EMPLOYMENT POLICY AND PROCEDURES AND PERMANENT OR CONTINUOUS TENURE POLICY AND PROCEDURES OF FACULTY AND ADMINISTRATORS

I. AUTHORITY

The Public Junior College Act of 1965 (H.B. 1710) contains sections which are relevant to the employment, salaries, retirement system, pension and tenure of teachers and other employees of the Junior College: "Sec. 2-6. In accordance with the provisions of 'An Act to create the university civil service system of Illinois and to define its powers and duties,' approved May 11, 1905, as heretofore and hereafter amended, the Board shall employ and fix the compensation of an executive officer and such employees as it deems necessary for the purposes of this Act."

"Sec. 4-2. Sections 24-11 to 24-16, each inclusive, of The School Code and The Teachers' Retirement System of the State of Illinois shall continue to be applicable to the teachers in the Class II junior college districts with the same force and effect as prior to the effective date of this Act."

"The provisions of Article 8, 11, and 17 of the Illinois Pension Code and the provisions of Article 34 of the School Code in regard to tenure shall continue to be applicable to teachers and to other employees to which they apply in Class II junior college districts in cities having a population exceeding 500,000 with the same force and effect as prior to the effective date of this Act and the Class II junior college board of such district shall comply with the provisions thereof . . ."

"Sec. 3-26. To appoint all teachers and fix the amount of their salaries; provided, that in fixing the salaries the Board shall make no discrimination on account of sex."

"Sec. 3-30. The Board of Class I junior college districts shall have the powers enumerated in Sections 3-31 through 3-43."

"Sec. 3-32. To establish tenure policies for its employment of teachers and the cause for removal. The tenure status of a teacher who has been teaching at the junior college level in a junior college shall not be impaired and marriage shall not be a cause for removal."

"Sec. 3-42. To employ such personnel as may be needed."

II. PHILOSOPHY

The City Colleges of Chicago are committed to the recruitment of a faculty whose members believe strongly in the philosophy, objectives and purposes of the Colleges and who will give complete support to the total educational program of the Colleges. Specifically, prospective teaching staff members shall be recommended who:

A. Will contribute in every way possible to cause the philosophy, objectives and purposes of the Colleges to be realized, and

B. Will understand the heterogeneity of the community college student enrollment, both in interests and in abilities, and who will therefore give every possible assistance in helping orient students toward realistic educational achievement.

III. APPOINTMENT

It is the general practice of colleges and universities to authorize appropriate administrative officials to process candidates for teaching and administrative positions. This process includes interviewing, evaluating and recommending candidates for employment. These recommendations are based on the personal interview and the evaluation of the candidate's educational background, work experience and all other personal traits, skills, and characteristics which are relevant to the fitness of the candidate for the position under consideration.

It is the general policy and practice in colleges and universities to empower the appropriate college administrators with the advice and counsel of permanent tenured faculty members, to process and recommend faculty members for continuous or permanent tenure, subject to the approval of the Board.

A. Qualifications.

The requirements for teaching positions in the City Colleges of Chicago shall be as follows:

1. A minimum of a master's degree, or its equivalent, in a general area of knowledge, such as the biological sciences, physical sciences, humanities, social and psychological sciences, or in the communication arts, business administration, physical education, applied or technical fields, or in any special discipline within any general area of knowledge or field indicated above; for example, literature, journalism, speech and drama, zoology, mathematics, chemistry, political science, accounting, secretarial, music, counseling and guidance, electronics, home economics, or graphic arts. A candidate with a baccalaureate degree, or its equivalent, in a modern language or in a field of applied science or art or in a technical field may be employed provided that the candidate has a professional certificate or licensure or work experience directly related to the subject or field in which he is expected to teach. Up to fifteen (15) faculty members in physical education in the City Colleges of Chicago as a whole, may be employed with a baccalaureate degree, or its equivalent, to teach courses numbered under 200 or in coaching activities.

2. A person classified as a Teacher-Intern in a college or university Master of Arts in Teaching (MAT) program may be employed as a teacher for a maximum of nine (9) teaching hours per week. Employment shall be for a period not to exceed one college year. The College President shall provide appropriate supervision, guidance, conferences, class visitations, and other means to enable these teachers to make their internships meaningful and productive.

3. Non-citizens may be employed as faculty members and shall be entitled to all the rights of the Agreement.

4. The candidate for a teaching (or administrative) position must file in advance satisfactory proof of date of birth. A birth certificate is preferred, but if it is not available, any two of the following records or documents in which the date of birth of the candidate is given will be considered; record of baptism, insurance policy in effect at least 10 years, hospital or bank record dated at least 10 years before date of employment application, marriage license, census record, naturalization record, armed forces record, or family Bible.

5. All candidates for teaching (or administrative) positions shall be required to pass a health examination to be conducted by the candidate's personal physician or, at the option of the chief administrative officer of the City Colleges of Chicago, by a physician designated and selected by the chief administrative officer of the Colleges. A recent chest x-ray is required as part of the health examination. The chief administrative officer of the City Colleges of Chicago may also require any other medical examination which he deems necessary to evaluate the candidate's health status.

B. Procedure.

The policy, rules and regulations, and procedure for the employment of teachers and administrators for the City Colleges of Chicago shall be as follows:

1. Candidates for teaching and administrative positions shall file an application and other documents as may be required by the Colleges, and shall file official transcripts signed and sent directly by persons in authority at the schools, colleges, or universities at which the candidate received his education. All applications for faculty vacancies shall be made available to the department prior to its consideration of candidates for initial employment.

2. The Department Chairperson at a College of the City Colleges of Chicago is authorized to interview a candidate for a teaching position and to recommend such candidate to the College President for employment.

3. The College President shall interview candidates for teaching positions and is authorized to negotiate the terms of employment with the candidate, including such items as salary, duration of employment, field and/or subjects to be taught and other duties and assignments, and to recommend the candidate and the terms of employment to the chief administrative officer of the Colleges. The President is required to inform a candidate that any and all of the conditions and terms which are agreed upon by the President and the candidate are subject to the approval of the Board. The President is charged with the responsibility to obtain and verify information about the candidate's education, work experience, references, and any characteristic, capacity, skill, or factor which has a bearing on the candidate's aptitude, ability, or general fitness to perform the job for which he is being considered.

4. The chief administrative officer of the City Colleges of Chicago shall review the file on each teacher candidate recommended for employment by the College President and may, at his option, conduct a personal interview of the candidate, and is authorized to recommend the candidate and the terms of the employment contract to the Board.

5. Candidates for administrative positions within a College will be interviewed and, if indicated, recommended for employment by the College President. Candidates for administrative positions at the City Colleges of Chicago level will be interviewed and recommended, if indicated, by the chief administrative officer of the City Colleges of Chicago. Administrators may be appointed to rank as teachers, provided that the administrator meets all of the requirements and qualifications for the rank, and provided that such appointment to rank is deemed to be desirable. The procedure for employment of administrators shall be as set forth in items 3 and 4 above.

6. The terms and conditions of employment of a teacher or administrator shall be stated in writing, which document shall be known as "Employment Contract," and be in the possession of both the Board and the teacher (or administrator) being employed before the appointment is consummated.

7. The chief administrative officer of the City Colleges of Chicago is authorized to sign the employment contract on behalf of the Board, which contract is subject to the approval of the Board before it can become a binding and legal contract between the candidate and the Board.

C. Tenure.

The policy, rules and regulations, and procedures for continuous or permanent tenure of teachers in the City Colleges of Chicago shall be as follows:

1. All faculty members shall acquire tenure in the Colleges after three full-time consecutive years of employment provided that the faculty member is employed on contract during the fourth year. The fourth year contract will be considered as a legal document certifying tenure.

2. The permanent tenure of administration will refer to their status as faculty members only.

3. Every faculty member must be carefully observed and evaluated, in a manner to be determined by the Colleges administration, during each period governed by an employment contract in order to determine the teaching effectiveness, performance as a member of the Colleges and general fitness of the faculty member.

4. The dismissal of a faculty member previous to the expiration of the term governed by an employment contract shall be for stated cause and shall be recommended by the chief administrative officer of the City Colleges of Chicago to the Board, which shall have the authority to dismiss such faculty member.

5. The chief administrative officer of the City Colleges of Chicago shall have the authority to recommend to the Board the termination of employment of a faculty member who has acquired permanent tenure. Such termination shall be for stated cause in writing, and the Board as a General Committee shall hold a trial for such purpose. A copy of the written charges shall be presented to the faculty member at least thirty (30) days prior to the time the Board holds the trial, and the faculty member shall have the right to be present, together with counsel, at the trial, offering evidence, and making defense thereto. The decision and action of the Board as determined by a majority of the full membership of the Board, shall be subject to review by a hearing officer as provided in the Public Community College Tenure Act., Ch. 122, 103B1-103B6, Ill. Rev. Statutes.

APPENDIX E.1.
ACADEMIC YEAR CALENDAR (1986-87)

Fall Semester 1986

Fall Semester Begins	August 18
Registration, Orientation & Academic Development	August 18-29
Labor Day (holiday)	September 1
Classes Begin	September 2
Mid-Term	October 25
Thanksgiving (holiday)	November 27, 28
Fall Semester Ends	December 20

Between Semester Recess:
December 21, 1986-January 4, 1987

Spring Semester 1987

Spring Semester Begins	January 5
Registration, Orientation & Academic Development	January 5-12
Classes Begin	January 13
Martin Luther King, Jr.'s Birthday (holiday)	January 19
Lincoln's Birthday (holiday)	February 12
Mid-Term	March 7
Spring Vacation	April 13-17
Spring Semester Ends	May 9

Summer Term 1987

Summer Term Begins	June 8
Independence Day (holiday)	July 4
Mid-Term	July 6
Summer Term Ends	August 1

APPENDIX E.2.
ACADEMIC YEAR CALENDAR (1987-88)

Fall Semester 1987

Fall Semester Begins	August 17
Registration, Orientation & Academic Development	August 17-28
Classes Begin	August 31
Labor Day (holiday)	September 7
Mid-Term	October 24
Thanksgiving (holiday)	November 26, 27
Fall Semester Ends	December 19

Between Semester Recess:
December 20, 1987-January 3, 1988

Spring Semester 1988

Spring Semester Begins	January 4
Registration, Orientation & Academic Development	January 4-11
Classes Begin	January 12
Martin Luther King, Jr.'s Birthday (holiday)	January 18
Lincoln's Birthday (holiday)	February 12
Mid-Term	March 5
Spring Vacation	March 28-April 1
Spring Semester Ends	May 7

Summer Term 1988

Summer Term Begins	June 6
Mid-Term	July 2
Independence Day (holiday)	July 4
Summer Term Ends	July 30

APPENDIX E.3.
ACADEMIC YEAR CALENDAR (1988-89)

Fall Semester 1988

Fall Semester Begins	August 22
Registration, Orientation & Academic Development	August 22-September 2
Labor Day (holiday)	September 5
Classes Begin	September 6
Mid-Term	October 29
Thanksgiving (holiday)	November 24, 25
Fall Semester Ends	December 24

Between Semester Recess:
December 25, 1988-January 8, 1989

Spring Semester 1989

Spring Semester Begins	January 9
Registration, Orientation & Academic Development	January 9-17
Martin Luther King, Jr.'s Birthday (holiday)	January 16
Classes Begin	January 18
Lincoln's Birthday (holiday)	February 13
Mid-Term	March 11
Spring Vacation	March 20-24
Spring Semester Ends	May 13

Summer Term 1989

Summer Term Begins	June 5
Mid-Term	July 1
Independence Day (holiday)	July 4
Summer Term Ends	July 29

APPENDIX F.
Teaching load credit for coaching duties

1. Varsity sports offered at each of the Colleges shall be determined by the local president.
2. A special honors class will be included as part of the schedule for each coach for all sports except baseball, basketball, and football. Each College shall have the local option of including honors classes for all sports if it desires and the honors class may be assigned to an assistant coach when appropriate.
3. An example of the 100 level honors class would be as follows:

   Hours to be assigned for coaching the intercollegiate tennis team — 5 hours. This would be recorded on the coach's program as 3 hours for P.E. 122 — Tennis Honors and 2 additional hours for coaching. If a student is either dropped from the team by the coach or leaves voluntarily during the course of the season, the athlete would be allowed to return to a regular 100 level physical education course for credit or would receive a "W" grade in the honors class. Honors classes will be listed as follows:

   Physical Education 120 — Team Sports
   or
   Physical Education 122 — Individual Sports

   and followed by the name of the sport with the coach's name listed as the instructor. In sports where coaching hours are listed for an assistant coach, the honors class may be assigned to the assistant coach.
4. The assigned coaching hours are to be equal for men and women coaches for each sport. If a team plays a considerably reduced intercollegiate schedule with reduced practice hours as compared to the normal athletic program in that sport, then the assigned hours for coaching could be reduced on a pro rata basis.
5. Hours to be assigned as part of the normal teaching load for coaching varsity intercollegiate sports:

FOOTBALL		
Head Coach	10 hours	
#1 Assistant	7 hours	(Fall Semester)
#2 Assistant	5 hours	
BASKETBALL		
Head Coach	10 hours	(Fall Semester)
	5 hours	(Spring Semester)
BASEBALL		
Head Coach	10 hours	(Spring Semester)
TRACK		
Head Coach	10 hours	(Spring Semester)
Assistant	5 hours	
CROSS COUNTRY		
Head Coach		(Fall Semester)

SWIMMING		
Head Coach	10 hours	(To be divided between two semesters)
WRESTLING		
Head Coach	10 hours	(To be divided between two semesters)
TENNIS		
Head Coach	5 hours	(Spring Semester)
GOLF		
Head Coach	5 hours	(Fall Semester)
VOLLEYBALL		
Head Coach	5 hours	(Fall Semester—Women) (Spring Semester—Men)
SOFTBALL		
Head Coach	5 hours	(Spring Semester)
GYMNASTICS		
Head Coach	8 hours	(To be divided between two semesters)
FENCING		
Head Coach	5 hours	(Fall Semester)
BOWLING		
Head Coach	3 hours	(Spring Semester)
CHEERLEADING		
Head Coach	No teaching load credit for coaching but this may include three hours of honors class if there is sufficient enrollment for the class.	

In all cases where there is no assistant coach, the three hours for honors class may be assigned to the head coach's varsity coaching hours.

APPENDIX G.1.
SIDE LETTERS

Letter of December 21, 1984

Salvatore G. Rotella, Chancellor
City Colleges of Chicago
30 East Lake Street
Chicago, Illinois 60601

Dear Chancellor Rotella:

In consideration of the fair share, salary schedule and arbitration Memoranda of Agreements between the Union and the Board, the Union agrees

1. Any arbitrator chosen by the Union and the Board shall confine his consideration of cases involving renewal of employment contracts solely to the question whether the procedural steps specified by Article VIII. J. of the Agreement have been followed. The arbitrator shall not review the merits of any academic judgment made by eligible department members, the department chairperson or College President charged with the responsibility of making such judgments.

For the purpose of course assignment, a department's or administration's decision on whether a faculty member is qualified to teach shall be based on Article VIII. F.2.c. If the department or administration determines that a faculty member is not qualified on the basis of Article VIII. F.2.c., the academic judgment of the department or the administration shall not be arbitrable.

2. In recognition that it bears a responsibility equal to the Board's to enforce all the terms of the Agreement, including those terms which impose obligations or limitations on faculty members, the Union will assiduously monitor and rigorously insist upon a faculty member's compliance with the standards of professionalism contained in the Agreement.

3. The officers of the Union agree to recommend a change in Union policy at the December 21 Executive Board meeting regarding grievances taken by the Union to the Step 2 stage of the grievance procedure, so that a judgment on the merits of a grievance is made by the Union prior to appealing the grievance to the Chancellor or his designee. If the grievance is found by the Union to lack merit, the Union will not submit it to the central level.

The paragraphs of this letter will become an integral part of the 1984-1986 Agreement between the Board of Community College District No. 508 and the Union.

Sincerely,

[signed]

Norman G. Swenson
President

APPENDIX G.2.

Letter of December 30, 1985

The administration and the union commit themselves to a reevaluation of the department structure of the colleges. To this end, at each college the president and the union chapter chairperson will agree upon a union/administration committee, composed of an equal number of faculty members and administrators. This committee will make recommendations to the Chancellor on a reorganization of departments within that college, developed on a discipline and/or program base. Priority will be given to present departments which have in excess of thirty faculty.

[signed] Norman Swenson, President, CCCTU, Local 1600 AFT, AFL-CIO	[signed] Salvatore G. Rotella, Chancellor, The City Colleges of Chicago

APPENDIX H.
HISTORICAL BACKGROUND

1. The Board is a body politic and corporate created by the State of Illinois, pursuant to the Public Junior College Act, approved July 15, 1965, Ill. Rev. Stat. 1965, Ch. 122 101—100-12.

2. The Union is a labor organization, duly chartered by the American Federation of Teachers, AFL-CIO, which admits to membership college teachers and represents such teachers in matters concerning salaries, fringe benefits and working conditions.

3. The Public Junior College Act specified, inter alia, that the Board has the duties "to adopt and enforce all necessary rules for the management and government of the colleges of its district . . ." to appoint all teachers and fix the amount of their salaries ". . . to establish tenure policies for the employment of teachers and the cause for removal."

4. No provision of the Public Junior College Act allows the Board to delegate or relinquish in whole or in part its statutory duties and responsibilities.

5. Pursuant to the opinion of its counsel dated August 22, 1966, the Board exercised its lawful discretion and consented to negotiate with an organizational representative of its faculty members as exclusive collective representative of such employees, regarding salaries, fringe benefits and working conditions if such representative were so designated by a majority thereof.

6. By appropriate proceedings and within the area of Board discretion described in the opinion of Board counsel, authorization was given by the Board on September 26, 1966, to the conduct of a representative election by the American Arbitration Association.

7. On October 10, 1966, the American Arbitration Association certified that 592 secret ballots were cast in said election and that 535 votes therein were cast for the Union.

8. Pursuant to the foregoing, on October 11, 1966, the Board recognized the Union as the exclusive Collective Representative regarding salaries, fringe benefits and employment conditions for all faculty members in the bargaining unit.

9. A Negotiating Committee was thereafter appointed by the Board to conduct negotiations with a similar committee of the Union.

10. As a result of such negotiations, the Board Negotiating Committee achieved consensus with Union representatives regarding salaries, fringe benefits, and employment conditions for all faculty members in the bargaining unit for the period of January 1, 1967 through December 31, 1968.

11. The Board Negotiating Committee recommended to the Board that such consensus be recorded in a written Agreement.

12. Having previously voluntarily endorsed the practices and procedures of collective bargaining as a peaceful, fair and orderly method of employment relations insofar as such practices and procedures are appropriate to the special functions of the Board, are permitted by law, and are consonant with the paramount interests of the students of the College, the College system and the public, the Board approved and accepted the recommendations of its Negotiating Committee by formal action at its meeting of May 9, 1967, and authorized its President on behalf of the Board to sign the Agreement so recommended.

13. By appropriate procedures the Union authorized its President similarly to sign said Agreement.

14. In accordance with the terms and procedures of their Agreement which was to terminate on December 31, 1968, the parties entered into negotiations on September 1, 1968, for the purpose of reaching a new Agreement with regard to salaries, fringe benefits and working conditions for the period commencing January 1, 1969.

15. Such an Agreement was adopted by the Board and signed by its Chairman and Secretary and the President of the Union. The Agreement so adopted is determinative of salaries, fringe benefits and working conditions of all faculty members in the bargaining unit for the period of January 1, 1969, to December 31, 1970.

16. In accordance with the terms and procedures of their Agreement which was to terminate on December 31, 1970, the parties entered into negotiations on October 5, 1970, for the purpose of reaching a new Agreement with regard to salaries, fringe benefits and working conditions for the period commencing January 1, 1971.

17. Such an Agreement was adopted by the Board and signed by its Chairman and Secretary and the President of the Union. The Agreement so adopted is determinative of salaries, fringe benefits and working conditions of all faculty members in the bargaining unit for the period of January 1, 1971, through June 30, 1973.

18. In accordance with the terms and procedures of their Agreement which was to terminate on June 30, 1973, the parties entered into negotiations on March 15, 1973, for the purpose of reaching a new Agreement with regard to salaries, fringe benefits and working conditions for the period commencing July 1, 1973.

19. Such an Agreement was ratified by the Board at its special meeting held on January 18, 1974, and signed by its Chairman and Secretary and the President of the Union. As part of this Agreement, the Board agreed:

   a. to give priority to the employment of certain designated individuals in the social science, humanities, and speech departments at Kennedy-King College, or any of the other Colleges.

   b. to offer employment with full credit for previous service to two designated individuals at Malcolm X College.

The Agreement so adopted is determinative of salaries, fringe benefits and working conditions of all faculty members in the bargaining unit for the period of July 1, 1973, through June 30, 1975.

20. In accordance with the terms and procedures of their Agreement which was to terminate on June 30, 1975, the parties entered into negotiations on February 28, 1975, for the purpose of reaching a new Agreement with regard to salaries, fringe benefits, and working conditions.

21. Such an Agreement was ratified by the Board at its meeting held on November 4, 1975, and signed by its Chairman and Secretary and the President of the Union. The Agreement so adopted is determinative of salaries, fringe benefits, and working conditions of all faculty members in the bargaining unit for the period specified in Article XV.

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001681

AGREEMENT BETWEEN
THE BOARD OF TRUSTEES OF
ILLINOIS COMMUNITY COLLEGE DISTRICT #519
and
THE HIGHLAND COMMUNITY COLLEGE
FACULTY SENATE AFFILIATED WITH
THE AMERICAN FEDERATION OF TEACHERS
LOCAL 1957

FY 1986-FY 1988 ACADEMIC YEARS

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PREAMBLE

This agreement is entered into by and between the Board of Trustees of Illinois Community College District 519, hereinafter referred to as the "Board," and the Highland Community College Faculty Senate, affiliated with the American Federation of Teachers, Local 1957, hereinafter referred to as the "Senate," as the exclusive bargaining agent for the faculty members in the bargaining unit as defined in Article I, Section B.

ARTICLE I
DEFINITIONS AND SENATE RECOGNITION

A. Definitions

1. The term "College" refers to the collective locations, endeavors, personnel, and policies of Illinois Community College District 519, Counties of Stephenson, Ogle, Jo Daviess, and Carroll which is called Highland Community College.

2. The term "Board" refers to the body politic and corporate by the name Board of Trustees of Illinois Community College District 519, Counties of Stephenson, Ogle, Jo Daviess, and Carroll.

3. The term "Senate" refers to the collective membership and their member representatives of the Highland Community College Faculty Senate affiliated with the American Federation of Teachers, Local 1957.

4. The term "Agreement" means a legally binding contract and its definitions and provisions.

5. The term "full-time faculty members" refers to the following personnel:

   Full-time teaching faculty members who teach a full load as defined in Article VIIF or its equivalent
   Counselors
   Assistant Librarians
   Department Heads

   The Board will show good faith in dealing with the makeup of the bargaining unit.

6. The term "working day" means any day the College Administrative Offices are open for at least four hours.

7. Wherever the masculine noun or pronoun is used it shall be construed to embrace the female where appropriate.

B. Recognition

The Board recognizes the Senate as the exclusive bargaining representative for all full-time faculty members in all matters concerning salaries, fringe benefits, and other items covered in this Agreement. The bargaining unit excludes the President, his assistants, deans, associate deans, controller, division chairmen, Director of Admissions and Records, Director of Student Financial Aids and Resource Development, Director of College Relations, Director of Data Processing, Director of Physical Plant and Maintenance, Director of Library Services, Coordinator of Audio Visual Services, Coordinator of Student Activities, Director of Auxiliary Services, Purchasing Agent, and all other administrative and classified personnel.

ARTICLE II
SENATE - BOARD RELATIONS

A. Non-discrimination

1. The Board and the Senate shall not discriminate against any employee or applicant for employment on the basis of race, creed, color, national origin, sex, marital status or membership or participation in, or association with the lawful activities of, any organization.

2. Membership in the Senate or any other employee organization or association not affiliated with the College shall not be a condition of employment for any faculty member. The Board will not discriminate in hiring, or continuing of employment, or in advancement opportunities, or otherwise because of any faculty member's membership or lawful organizational activities in the Senate or any other employee organization or his refusal to join any such organization or to participate in any such activities.

B. Rights and Benefits of Faculty Members

1. Rights and benefits of faculty members set forth in this Agreement shall be made part of any individual contract of employment with the Board. A copy of this Agreement, the College calendar, and the Policies and Procedures Manual shall be made available to all full-time faculty members.

2. The Board agrees to implement its rules and policies as they pertain to faculty in a fair and impartial manner. A rule or policy enacted within the Board's lawful authority which does not violate any terms within the collective bargaining agreement and does not violate any right under the Illinois Labor Relations Act shall be deemed fair and impartial.

C. Board Rights

1. It is the responsibility of the Board of Trustees to administer the College in accordance with Illinois statutes and in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States of America.

D. Communications

1. This Agreement shall not be construed to limit or prevent any Board official or administrator from meeting with any individual faculty member or group of faculty members for the purpose of discussing mutual ideas, concerns, views, and proposals covered or not covered by this Agreement. However, no negotiations or subjects pertaining to collective bargaining shall be conducted by the administration and/or the Board with any other group other than the recognized bargaining representatives.

2. Negotiating sessions shall be closed to the public.

3. All academic and evaluative records pertaining to the faculty shall be maintained by the Personnel Office. Responsibility for the confidentiality and use of information in this file shall rest with the Personnel Office from which permission must be obtained to gain access to any portion therein. Privileged communication relative to his initial employment is not available to the faculty member.

4. A faculty member will have access at any time to his personnel folder which pertains to his payroll records, provided he requests such access from the Personnel Office.

5. It is important that a faculty member be cognizant of all items which might be used in developing his periodic evaluation. The Personnel Office, therefore, shall notify the faculty member whenever any such item is placed in his personnel folder. The faculty member may, if he so desires, add his written comments for inclusion with the statement.

6. The Board agrees to furnish or to direct its officials to furnish to the President of the Senate, upon his request, information of public record concerning the College.

ARTICLE III
ACADEMIC FREEDOM AND POLITICAL ACTIVITIES

1. The Board and faculty, realizing that the basis of education is a search for truth, recognizes the obligation of the individual faculty member to present in the classroom, within his discipline, the truth as he sees it as well as other representative points of view.

2. The College recognizes the right of the individual faculty member to engage in community affairs and political activities, and express his opinions as he sees fit as long as these activities do not interfere with the performance of his contractual obligations.

3. A faculty member whose election to an office may necessitate his absence during a period of time is to negotiate a satisfactory adjustment with the College Board through the President.

ARTICLE IV
DUES CHECKOFF

Each member of the Senate is given the privilege of electing to authorize payment of such Senate members' dues by withholding the same from the salary of such member. Such election shall be evidenced by the written request of the Senate member electing to exercise such privilege and may be revoked in writing at any time All sums so withheld shall be paid over to the duly qualified and acting Treasurer of the Senate on or before the last day of each calendar month.

ARTICLE V
GRIEVANCE PROCEDURE

1. a. A "grievance" shall mean a complaint by a faculty member (Grievant) that there has been as to him a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement. Such grievance may be processed through all the steps of this grievance process.

   b. A "grievance" shall also mean that a faculty member has been treated unfairly or inequitably by reason of any act or condition which is contrary to established written policy governing or affecting faculty members. Such a grievance may be processed only through V 6 of this procedure."

2. A grievance may be processed in the name of an individual faculty member, a group of faculty members, or the Faculty Senate. In each case the term Grievant shall apply.

3. In the event that a Grievant believes he has a basis for a grievance, he shall first informally discuss the basis for the grievance with his division chairman or the appropriate administrator. This discussion shall occur no later than 10 working days from the time grievant became aware of or in the exercise of reasonable diligence should have become aware of the event giving rise to the grievance.

4. If, as a result of the informal discussion with the division chairman or the appropriate administrator a grievance still exists, the Grievant may, no later than twenty working days following the discussion, invoke formal grievance procedures in writing signed by the Grievant. Two copies of the grievance shall be filed with the President of the College or a representative designated by him and two copies with the President of the Faculty Senate.

5. Within seven working days from the date of filing, the President of the College or his designee shall meet with the Grievant in an effort to resolve the grievance. The President or his designee shall indicate his disposition of the grievance in writing within seven working days of this meeting.

6. If the Grievant is not satisfied with the disposition of the grievance by the President or his designee or if no disposition has been made within the time limits in Paragraph 5, the grievance shall be transmitted within ten working days to the Board of Trustees by filing a written copy thereof with the Chairman of the Board. The grievant and/or his representative shall have the right to present oral arguments in his behalf to the Board. The Board shall dispose of the grievance within ten working days by notifying the Grievant in writing and shall state its reason in the event the grievance is denied.

7. If the Grievant is not satisfied with the disposition of the grievance by the Board of Trustees, or if no disposition has been made within the period provided in Paragraph 6, he may within ten working days after notification of the decision of the Board of Trustees appeal the grievance to arbitration. Such an appeal must be in writing and shall be delivered to the Chairman of the Board of Trustees. The Grievant and the Board shall attempt to agree on an arbitrator to hear the case. If the parties are unable to agree on an arbitrator, within ten working days, the Grievant and the Board must appeal to the American Arbitration Association and an arbitrator shall be appointed under the rules of that body.

8. The Board of Trustees and the Grievant shall bear equally the arbitrator's fees, if any, and other arbitration expenses, exclusive of attorney's fees, incidental to the proceedings.

9. The arbitrator shall confer with the parties and hold hearings promptly and will issue his decision not later than twenty working days from the date of the close of the hearing. The decision shall be in writing and will set forth the findings of fact, reasoning, and conclusions on the issues submitted.

10. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement. His authority shall be limited to deciding the disposition of the grievance as such grievance is described in Paragraph 1. He shall be subject to in all cases the rights, responsibilities, and authority of the parties under the laws of the State of Illinois. The arbitrator shall not usurp the functions of the Board of Trustees under law and this Agreement. The decision of the arbitrator will be accepted in good faith as final by both parties to the grievance and both will abide by the decision. Neither party shall take the decision of the arbitrator to the courts.

11. Persons who may be required by either party to be present for the purpose of this procedure are defined as the Grievant, the appropriate Senate representative(s), the Board representative(s), and witnesses. When hearings are held during working hours, persons required to be present shall be excused without loss of pay.

12. No reprisals of any kind shall be taken against any faculty member or the Senate for participation in any grievance.

13. The number of days indicated at each level shall be considered as maximum and every effort should be made to expedite the process. However, the time limits may be extended by mutual consent.

14. No documents, communications and records dealing with a grievance shall be filed as part of the personnel files of the participant(s).

15. No disposition of a grievance shall be implemented without prior notification to the Senate and an opportunity for the Senate representative(s) to be present, nor shall any disposition of a grievance be inconsistent with the terms of the Agreement.

16. The Grievant may withdraw his grievance at any level.

17. The Faculty Senate shall not cause, engage in, or sanction any strike, slowdown, or other concerted action for the purpose of interrupting the regular work process, because of any grievance procedure.

ARTICLE VI
INSURANCE AND FRINGE BENEFITS

1. At the beginning of each academic year, a full-time faculty member shall be credited with 10 days of sick leave and those days may be used at any time, but subject to the provision of the sick leave policy. A faculty member eligible for sick leave may earn 1 (one) day of sick leave for summer school and leave earned during the summer is in addition to the 10 days that may have been credited at the beginning of the academic year. No individual may be credited with more than eleven days sick leave per fiscal year. Any unused portion of the sick leave during any fiscal year is added to the sick leave for the following year and is allowed to accumulate without limitation. Every sick leave taken must be reported to the division chairman or appropriate administrator.

2. The Board will provide hospital and major medical insurance to cover each full-time faculty member and dependents. The specific provisions of the program are shown in Appendix A. During the 1985-86 contract year, the Board agrees to contribute up to $78 per month single coverage and $175 per month family coverage toward the premiums of the comprehensive employee and dependent plan offered by The Principal Financial Group. During the 1986-87 contract year the Board agrees to contribute up to $85.80 single and $192.50 family and during the 1987-88 contract year the Board agrees to contribute up to $94.38 single and $211.75 family.

   In the event that the premimum increase in any given year during the contract exceeds the above contributions, the parties agree to re-open negotiations for the purpose of exploring all health insurance options other than removal or increasing the Board's contribution. The Board agrees that the above contributions will be guaranteed for either The Principal Financial Group plan or the HMO plans.

   Additionally, the Board will provide a minimum of $40,000 group life and accidental death and dismemberment coverage on the life of each employee covered by this agreement.

3. Beginning with an individual instructor's second fiscal year, educational assistance of $100 per semester hour for approved in-residence study or out of town extension study of an accredited institution or $40 per semester hour for approved in-town extension, correspondence, VERB, or TV study will be made by the College. Total allowable grants shall not exceed $1,200 (non-accumulative) to any one person during every two-year period. Any salary adjustments because of additional work satisfactorily completed shall be made at the beginning of the next semester following satisfactory course completion.

4. Two days personal leave per year (non-accumulative) are available for all full-time faculty members upon division chairman approval and administrative review.

5. Faculty members may purchase items normally carried in the College Bookstore at 20 percent discount off retail price.
6. The Board will provide a scholarship fund for full tuition coverage only at Highland Community College for all full-time faculty members, his or her spouse, and dependent children with no maximum limit providing space is available in the classroom. If a person receiving tuition coverage drops a course prior to mid-term, he will not receive tuition reimbursement.

7. Travel allowance will be provided by the College upon division chairman approval and administrative review. If College transportation is available, a request must be made for its use If the faculty member desires to use his own transportation, the College will not pay for mileage. If College transportation is not available, the College will pay the State approved rate per mile charged to the faculty member's travel budget.

8. The Faculty Senate President will be given three contact hours of release time each semester during the academic year to act as coordinator between the Faculty Senate and the College. The Faculty Senate President shall be named by June 1.

9. A tax sheltered annuity program shall be available for purchase by faculty members through payroll deductions at any time of the year.

10. Faculty members who retire from Highland Community College will be provided with the same atheletic event and play benefits as enjoyed by the full-time faculty. YMCA memberships will be provided on a space-available basis, a lottery being used to select retirement memberships when interest exceeds space available.

ARTICLE VII
CONDITIONS OF EMPLOYMENT

A. Duties and Responsibilities of the Faculty Member

The duties and responsibilities of the faculty member are found in the Personnel Chapter of the Highland Community College Policies and

Procedures Manual, copies of which are available in the College library. All members are expected to be familiar with these duties and faculty responsibilities.

B. Cause for Dismissal - Teachers' rights under this article are covered by the Community College Tenure Act. Refer to Appendix C.

C. Sabbaticals

1. A sabbatical leave of absence may be awarded to qualified faculty member(s) for the purpose of study or travel. This sabbatical leave is to be differentiated as separate and distinct from other leaves of absence.

2. Faculty members are eligible to apply for either a one semester or a one-year sabbatical leave after completing seven consecutive years of full-time service at H.C.C. Other leaves of absence should not be deemed a break in the continuity of service and shall be included as a year of service in computing the seven consecutive years of service required for sabbatical leave.

   a. The length of the sabbatical leave may be for one semester or one academic year exclusive of the summer term. (An academic year sabbatical leave shall coincide as closely as possible with a given academic year at Highland Community College.)

   b. A one academic year sabbatical leave granted to faculty members shall bar the individual from any further sabbatical leave until the completion of six or more years of additional continuous active service. A faculty member taking a one semester sabbatical leave may apply to take the second semester sabbatical leave during any future academic year. Upon completion of the second semester sabbatical leave, the faculty member will not be eligible for any further sabbatical leave until the completion of six or more years of additional continuous active service.

   c. The purpose of the sabbatical leave shall be to improve the service of the faculty member to the College and to the student.

      (1) Twelve semester credit hours of work or its equivalent per semester, as approved by the faculty committee, for a sabbatical leave is recommended.

      (2) A sabbatical leave for work experience may be substituted for the recommended twelve units per semester in-residence study. Work experiences that are available to teachers who intend to study in fields related to their professional growth should receive consideration on the same basis as for those in residence study. If no salary is to be paid by the employer, the College will pay at the normal sabbatical rate and all fringe benefits shall remain in force. In a situation where the employer does pay a salary, this shall be administered on a contract basis between the College and the employer. The

amount of salary to be paid to and fringe benefits received by the faculty member shall be negotiated between the College, the employer, and the faculty member. At the minimum, the salary shall be no lower than the applicable sabbatical rate; and fringe benefits shall be equal to those received by full time faculty members.

(3) A request for a sabbatical leave for travel may be granted to qualified faculty members. The individual requesting a sabbatical leave for travel shall present to the faculty committee the program he intends to follow while on sabbatical leave. The program shall include the proposed objectives of the travel, the itinerary, and a description of the benefits that the H.C.C. district can expect from this type of sabbatical leave.

d. The recipient of a sabbatical leave must agree in writing to return to service for a two year term after completion of the sabbatical leave. If such agreement is not fulfilled, the recipient shall be expected to repay the monies received while on sabbatical leave to the College under such procedures as shall be determined by the College.

3. A sabbatical leave shall be granted on either a one-semester or an academic year basis. The amount of salary paid for a one-semester sabbatical leave shall be one-third of the faculty member's contracted base salary for the nine-month academic year in which the sabbatical leave is taken. For his semester of teaching during the remainder of the year of his one-semester sabbatical leave, the faculty member shall be paid according to the salary schedule in effect during that semester. The amount of salary paid for an academic year sabbatical leave shall be two-thirds of the faculty member's contracted base salary for the nine-month academic year in which the sabbatical leave is taken. The salary shall be paid in the same manner as it would be if the faculty member were not on a leave of absence. While on sabbatical leave, the recipient will not be eligible for educational assistance under Article VI, Item 3.

4. Return to Service

A. Salary increments and retirements

(1) The sabbatical leave of absence shall be considered as time in service for salary schedule or negotiable purposes.

(2) The sabbatical leave of absence shall be considered as time in service for retirement purposes. Retirement deductions will be based on the salary received and the percent deducted for retirement purposes for that year.

a. The recipient must be reinstated in the position held by him at the time the sabbatical was granted provided that position still exists, unless he otherwise agrees to accept another position. In the event the position does not exist and the recipient does not accept another position, he would not be obligated to repay the monies received while on sabbatical leave.

b. The recipient shall submit to the Dean of Instructional Services a transcript of credits received for in-residence study, or a written report of work experience, or a written report of travel completed, whichever is applicable, within sixty days after returning to duty. He shall also present a summary of his program accomplishments to the faculty committee for their evaluation and guidance. Upon return to duty, the recipient shall be expected, if called upon, to share his experience with interest groups throughout the H.C.C. District.

5. The following guidelines are to be followed in determining the number of faculty members permitted a sabbatical leave in any one year:

A. Monies shall be made available in the College budget for one academic year sabbatical leave (or for two one-semester sabbatical leaves) for that faculty member (or for those two faculty members) selected by the Faculty Sabbatical Committee.

B.. No more than two faculty members may be on a sabbatical leave at one time.

C. The 1968 A.A.U.P. statement on leaves of absence shall be used as a guide in determining the final choices for a sabbatical leave of absence.

6. Sabbatical leave applications must be submitted to the Faculty Sabbatical Committee by February 1 of the year preceding the school year for which the sabbatical leave is desired. The faculty committee shall consist of one member from each division and shall be selected by the members of the division. It is the Faculty Senate's responsibility to implement the procedure of selecting the committee. The request, if approved by the faculty committee, shall be presented to the Dean of Instructional Services. In the event the Dean of Instructional Services does not concur with the recommendations of the committee, he shall, within ten academic days of receipt, return the request to the committee, giving the reasons for his action.

The Sabbatical Committee, after receiving the statement of the Dean, shall either accept or reject his recommendation and submit the request to the President for presentation to the Board of Trustees at the regular February meeting of the Board. The applicant shall be informed of the Board decision not later than the day following the regular March Board Meeting.

D. Maternity Leave

If time off for maternity is needed, the faculty member may use earned sick leave prior to the start of maternity leave. The effective date may be at least three months before the anticipated birth of the child. Faculty members shall ordinarily return at the beginning of a semester. Maternity leave may be granted for a definite period of time and extended when necessary, with authorization by the Dean of Instructional Services. With the exception of the above provisions, Article VII-E, "Leave Without Pay," of this Agreement, shall apply to maternity leave.

E. Leave Without Pay

1. All requests for leave without pay are to be submitted to the Division Chairman. The request for leave without pay may be granted or refused through approval of the Division Chairman and Dean of Instructional Services, and the requestor shall be so notified.

2. Requests for leave must be submitted as much in advance as reasonably possible of the date the leave is requested to commence, however, under certain circumstances it is recognized that this request may be after the initial period of absence.

3. This policy does not alter or conflict with other types of leave, although the faculty member may request an extension of those days through the application of this policy. Ordinarily leave without pay may be granted up to a period of one year. If a faculty member desires additional leave time beyond his original expiration date, another request must be submitted and such request may be granted or refused.

4. At the termination of this type of leave the faculty member shall be restored to his former position providing that it still exists, otherwise, if reasonably possible to one of similar requirements and compensation. Faculty members hired as replacements for those who are on leave without pay are to be hired with the mutual understanding that their employment is contingent upon the return of the person that they are replacing. When a person returns from leave without pay and he is not physically or mentally qualified to perform the duties of his former or equivalent position the College will make a reasonable effort to offer him employment in a position which his physical and mental condition permits him to perform, at the rate of normal compensation provided for that position.

5. All fringe benefits and credit for employment will be forfeited for only the year on leave without pay. When and if the recipient is reinstated, according to the policy, he will receive credit for full-time employment previous to the leave for purposes of salary schedule placement.

F. Class Load

1. A full-time teaching load shall normally be a maximum of 32 contact hours per academic year with a maximum of 16 contact hours per semester. Laboratory and physical education activity hours shall be equated at .8 of a contact hour. Open-entry open-exit laboratory hours shall be equated at .65 of a contact hour. Open-entry open-exit laboratories shall be defined as a learning station in which students enroll on an open-entry open-exit basis with individualized instruction.

2. If adequate enrollments do not develop to provide a full normal class load to a faculty member having a differential position(s), the faculty member may be required to include all or a pro-rated portion of his differential as part of his normal class load. The instructor with differential responsibility shall have the option of requesting release time or a pro-rated portion thereof to be applied to his normal class load. If this occurs, that portion of the differential to be applied toward the class load will be mutually determined by the appropriate divisional chairman, Dean of Instructional Services, instructor involved, and the Faculty Senate President.

3. Class loads may be reduced one or more classes in a given semester or semesters in order to undertake a special project or to develop audio-tutorial, audio-visual, or television aids, or to prepare, edit, and teach a televised course. An advisory committee consisting of the Dean of Instructional Services, the faculty member involved and the appropriate division chairman, shall determine and approve the amount of class load reduction depending on the complexity, scope and duration of the activity.

G. Class Size

Class size limits shall be determined by the divisional chairman after consultation with the Dean of Instructional Services and the instructors involved. Types of instruction as well as equipment and facilities available, make class size a variable factor. In no case, however, shall a class limit be set below 15 students without the permission of the Dean of Instructional Services. The Administration reserves the right to cancel any class with fewer than 15 students enrolled, unless the limits for that class were set below that figure by the Dean of Instructional Services and division chairman.

H. Office Hours

It is required that faculty members establish and maintain posted office hours each week. In addition to posted office hours, it is expected that the faculty member will be available for student consultation subject to confirmation of appointment between the instructor and student.

I. Facilities

Facilities will be provided for lounges, office space, and parking areas, separate from those for students, on the interim and permanent campuses.

J. Vacancies

All full-time faculty members will be informed of any new or existing faculty or administrative position vacancies on the College staff as they become available. Notice of a new position vacancy will include a job description,

K. Part-Time Faculty

No part-time instructor would be hired to teach more than 9 credit hours per semester.

L. Interviewing Committee

The Faculty Senate President and two faculty members selected by the Faculty Senate shall serve as representatives on an Interviewing Committee for a review of applicants selected for interview, prior to hiring, of new College Presidents and Deans of Instructional Services.

Members of a division shall be allowed to interview applicants being considered for the position of division chairman. They shall be allowed to express their opinions, in writing, individually or collectively, to the Dean of Instructional Services, and the President of the College. These comments shall be considered privileged information, and shall remain in the confidence of those persons to whom the comments are directed.

M. School Calendar

The Faculty Senate shall have the opportunity to review proposed school calendars and shall have the right to present their recommendations to the President of the College.

N. Extension Courses

An instructor shall not be required to teach more than one extension course per year. No instructor will be required to furnish his own auto.

ARTICLE VIII
SALARY AND RATES OF PAY

A. Distribution of Pay

Standard procedure will be to remunerate all full-time faculty members on a 12-month basis payable every other Friday unless a faculty member requests in writing that payment be paid according to his/her contract length. These payments would also be made on every other Friday.

B. Overload Policy and Pay Formula

1. Faculty members may be permitted overload/tutorial sections with the recommendation of his division chairman and the approval of the Dean

of Instructional Services and Board. A faculty member may not be required to teach more than a normal load. All overload/tutorials should be reviewed jointly by the division chairman and the Dean of Instructional Services.

2. Any full-time instructor may also instruct within the continuing education division to such a degree as approved by his divisional chairman, Dean of Instructional Services and Dean of Continuing Education at the current hourly rate of the continuing education division.

3. Each faculty member will receive 2.5 percent of the MA-0 base pay for each overload contact hour or $28 per student credit hour tutorially. Reimbursement shall be paid during the semester in which the overload/tutorial occurs. Any instructor who agrees to accept an overload/tutorial will be paid on the basis (2.5% vs. $28) most economical to the school. For non-credit Industrial In-House assignments each clock hour shall be equivalent to 1/16 of a contact hour.

4. In any given semester, the combined total of overload/tutorial shall not exceed (1) two additional classes or sections, or (2) six credit hours over the regular 16 hours. It is assumed that a three semester hour class in overload/tutorial is three contact hours, etc.

5. Except in the most extreme cases (to be determined by the Dean of Instructional Services) no tutorial shall be offered in on-campus classes currently open to enrollment.

6. Every effort will be made by the division chairman and Dean of Instructional Services to incorporate overload/tutorial sections, as far as possible into the instructor's regular load.

7. If any person or group believes that a program is being jeopardized by the restrictions in 4 and 5 above, that person(s) should request council with the division chairman and Dean of Instructional Services who may waive the above restrictions. The Dean of Instructional Services should give reasons in writing to the Senate for any such waivers.

C. Summer School Pay Formula

The rate of pay for teaching summer school shall be 2.5% of the MA-0 rate per each contact hour. If an individual course enrollment is not sufficient for the course to be offered, upon approval of the division chairman, a faculty member will have the option of teaching the course at a prorata fraction of the above rate of pay based upon the course enrollment.

SALARY SCHEDULE
Article VIII, D
1985-86

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Years	BA and/or Comparable Experience	BA + 12 or Step 1+12	BA + 24 or Step 1+24	MA or Step 1+36	MA + 12 or Step 1+48	MA + 24 or Step 1+60	MA + 36	MA + 48	MA + 60	DA or Equiv. Doc. Deg.
0	14,419	15,019	15,619	16,219	17,111	18,019	18,911	19,820	20,712	21,620
1	15,019	15,619	16,219	16,819	17,711	18,619	19,511	20,420	21,312	22,220
2	15,700	16,300	16,900	17,500	18,392	19,301	20,193	21,101	21,993	22,901
3	16,365	16,949	17,565	18,165	19,074	19,966	20,874	21,766	22,674	23,566
4	17,111	17,711	18,311	18,911	19,820	20,712	21,620	22,512	23,420	24,312
5	17,873	18,473	19,074	19,674	20,566	21,474	22,366	23,274	24,166	25,075
6	18,619	19,220	19,820	20,420	21,312	22,220	23,112	24,020	24,912	25,821
7	19,365	19,966	20,566	21,166	22,074	22,966	23,874	24,766	25,675	26,567
8	20,112	20,712	21,312	21,912	22,820	23,712	24,620	25,512	26,421	27,313
9	20,874	21,474	22,074	22,674	23,566	24,474	25,367	26,275	27,167	28,075
10	21,620	22,220	22,820	23,420	24,312	25,221	26,113	27,021	27,913	28,821
11	22,366	22,966	23,566	24,166	25,010	25,967	26,875	27,767	28,675	29,567
12	23,112	23,712	24,312	24,912	25,740	26,648	27,540	28,448	29,340	30,248
13	0	0	0	0	26,469	27,313	28,221	29,113	30,021	30,913
14	0	0	0	0	0	27,978	28,821	29,713	30,621	31,514
15	0	0	0	0	0	0	29,421	30,313	31,222	32,114
16	0	0	0	0	0	0	0	30,913	31,822	32,714
17	0	0	0	0	0	0	0	0	32,422	33.314

SALARY SCHEDULE
Article VIII, D
1986-87

Years	Step 1 BA and/or Comparable Experience	Step 2 BA + 12 or Step 1+12	Step 3 BA + 24 or Step 1+24	Step 4 MA or Step 1+36	Step 5 MA + 12 or Step 1+48	Step 6 MA + 24 or Step 1+60	Step 7 MA + 36	Step 8 MA + 48	Step 9 MA + 60	Step 10 DA or Equiv. Doc. Deg.
0	15,284	15,920	16,556	17,192	18,138	19,100	20,046	21,009	21,954	22,917
1	15,920	16,556	17,192	17,828	18,774	19,736	20,682	21,645	22,590	23,553
2	16,642	17,278	17,914	18,550	19,496	20,458	21,404	22,367	23,312	24,275
3	17,347	17,966	18,619	19,255	20,218	21,163	22,126	23,072	24,034	24,980
4	18,138	18,774	19,410	20,046	21,009	21,954	22,917	23,862	24,825	25,771
5	18,946	19,582	20,218	20,854	21,799	22,762	23,708	24,671	25,616	26,579
6	19,736	20,373	21,009	21,645	22,590	23,553	24,499	25,461	26,407	27,370
7	20,527	21,163	21,799	22,436	23,398	24,344	25,307	26,252	27,215	28,160
8	21,318	21,954	22,590	23,226	24,189	25,135	26,097	27,043	28,006	28,951
9	22,126	22,762	23,398	24,034	24,980	25,943	26,888	27,851	28,797	29,759
10	22,917	23,553	24,189	24,825	25,771	26,734	27,679	28,642	29,587	30,550
11	23,708	24,344	24,980	25,616	26,510	27,524	28,487	29,433	30,395	31,341
12	24,499	25,135	25,771	26,407	27,284	28,246	29,192	30,155	31,100	32,063
13	0	0	0	0	28,057	28,951	29,914	30,860	31,822	32,768
14	0	0	0	0	0	29,656	30,550	31,496	32,458	33,404
15	0	0	0	0	0	0	31,186	32,132	33,095	34,040
16	0	0	0	0	0	0	0	32,768	33,731	34,676
17	0	0	0	0	0	0	0	0	34,367	35,312

SALARY SCHEDULE
Article VIII, D
1987-88

11/22/85

Years	Step 1 BA and/or Comparable Experience	Step 2 BA + 12 or Step 1+12	Step 3 BA + 24 or or Step 1+24	Step 4 MA or Step 1+36	Step 5 MA + 12 or Step 1+48	Step 6 MA + 24 or Step 1+60	Step 7 MA + 36	Step 8 MA + 48	Step 9 MA + 60	Step 10 DA or Equiv. Doc. Deg.
0	16,353	17,034	17,714	18,395	19,407	20,437	21,449	22,479	23,490	24,521
1	17,034	17,714	18,395	19,076	20,087	21,117	22,129	23,159	24,171	25,201
2	17,806	18,487	19,168	19,848	20,860	21,890	22,902	23,932	24,944	25,974
3	18,561	19,223	19,922	20,602	21,633	22,644	23,674	24,686	25,716	26,728
4	19,407	20,087	20,768	21,449	22,479	23,490	24,521	25,532	26,562	27,574
5	20,271	20,952	21,633	22,313	23,325	24,355	25,367	26,397	27,409	28,439
6	21,117	21,798	22,479	23,159	24,171	25,201	26,213	27,243	28,255	29,285
7	21,964	22,644	23,325	24,005	25,036	26,047	27,077	28,089	29,119	30,131
8	22,810	23,490	24,171	24,852	25,882	26,893	27,924	28,935	29,965	30,977
9	23,674	24,355	25,036	25,716	26,728	27,758	28,770	29,800	30,812	31,842
10	24,521	25,201	25,882	26,562	27,574	28,604	29,616	30,646	31,658	32,688
11	25,367	26,047	26,728	27,409	28,365	29,450	30,481	31,492	32,522	33,534
12	26,213	26,893	27,574	28,255	29,193	30,223	31,235	32,265	33,277	34,307
13	0	0	0	0	30,021	30,977	32,007	33,019	34,049	35,061
14	0	0	0	0	0	31,731	32,688	33,700	34,730	35,741
15	0	0	0	0	0	0	33,369	34,380	35,410	36,422
16	0	0	0	0	0	0	0	35,061	36,091	37,103
17	0	0	0	0	0	0	0	0	36,772	37,783

1983-85 SALARY INDEX
Article VIII, E

Years	Step 1 BA and/or Comparable Experience	Step 2 BA + 12 or Step 1+12	Step 3 BA + 24 or Step 1+24	Step 4 MA or Step 1+36	Step 5 MA + 12 or Step 1+48	Step 6 MA + 24 or Step 1+60	Step 7 MA + 36	Step 8 MA + 48	Step 9 MA + 60	Step 10 DA or Equiv. Doc. Deg.
0	.889	.926	.963	1.000	1.055	1.111	1.166	1.222	1.277	1.333
1	.926	.963	1.000	1.037	1.092	1.148	1.203	1.259	1.314	1.370
2	.968	1.005	1.042	1.079	1.134	1.190	1.245	1.301	1.356	1.412
3	1.009	1.046	1.083	1.120	1.176	1.231	1.287	1.342	1.398	1.453
4	1.055	1.092	1.129	1.166	1.222	1.277	1.333	1.388	1.444	1.499
5	1.102	1.139	1.176	1.213	1.268	1.324	1.379	1.435	1.490	1.546
6	1.148	1.185	1.222	1.259	1.314	1.370	1.425	1.481	1.536	1.592
7	1.194	1.231	1.268	1.305	1.361	1.416	1.472	1.527	1.583	1.638
8	1.240	1.277	1.314	1.351	1.407	1.462	1.518	1.573	1.629	1.684
9	1.287	1.324	1.361	1.398	1.453	1.509	1.564	1.620	1.675	1.731
10	1.333	1.370	1.407	1.444	1.499	1.555	1.610	1.666	1.721	1.777
11	1.379	1.416	1.453	1.490	1.542	1.601	1.657	1.712	1.768	1.823
12	1.425	1.462	1.499	1.536	1.587	1.643	1.698	1.754	1.809	1.865
13	0	0	0	0	1.632	1.684	1.740	1.795	1.851	1.906
14	0	0	0	0	0	1.725	1.777	1.832	1.888	1.943
15	0	0	0	0	0	0	1.814	1.869	1.925	1.980
16	0	0	0	0	0	0	0	1.906	1.962	2.017
17	0	0	0	0	0	0	0	0	1.999	2.054

F. Base Pay Figure

The base salary for a faculty member with MA-0 and no experience will be $16.219 for the 9-month academic year. 1985-86 For the academic year 1986-87, the base salary for a faculty member with MA-0 and no experience will be $17,192. For the academic year 1987-88, the base salary for a faculty member with MA-0 and no experience will be $18,395 and adjust the Salary Schedule, Article VIII-D by applying the Salary Index set forth in Article VIII-E.

G Differentials

Each spring a faculty member or administrator may submit a proposal to create a new modify or eliminate an existing differential position. Such a proposal should include job description, justification, and method and amount of remuneration.

STEP I - Before May 1 the proposal is initiated by a faculty member or administrator by sending copies of the proposal to the Dean of Instructional Services and to the President of the Senate.

STEP II - Within ten working days after receiving the proposal, the Dean of Instructional Services shall call a meeting of himself, the initiator, the appropriate Divisional Chairman, a Senate representative, interested applicants for a new position or the individual holding the established differential. These individuals may discuss the proposal and make recommendations to the initiator.

The initiator may, on the basis of the result of the discussion:

1. withdraw his proposal;
2. resubmit as in Step I a new proposal; or
3. continue to Step III.

STEP III - Within five working days, the initiator will present his proposal to the Senate Negotiating Committee for discussion. The Committee may advise, approve or disapprove. The initiator may:

1. withdraw;
2. resubmit, or
3. continue to Step IV.

STEP IV - At the next Board meeting, the Board shall approve or disapprove the proposal.

STEP V - If the Board approves the proposal, it will be included in the Agreement (Appendix B). If the Board disapproves the proposal, the initiator may:

1. withdraw, or
2. resubmit a new proposal via this procedure.

If, because of an unforeseen resignation, reorganization, or federal/state requirement it is necessary to change, eliminate, or add a differential position after the May 1 deadline, the above procedure will be followed in presenting the proposal to the Board.

H. Supervision of Part-Time Employees

When division chairmen make a request for a full-time employee to devote significant time and effort to hiring and supervising activities involving part-time employees, the division chairman and the teacher shall attempt to reach agreement as to a recommendation for acceptable compensation. This recommendation shall then be submitted to the Dean of Instruction. Where practicable, the compensation shall be agreed upon prior to the beginning of the activities involved.

ARTICLE IX
LAYOFF AND REINSTATEMENT PROCEDURE

Teachers' rights under this article are covered by the Community College Tenure Act. Refer to Apendix C.

ARTICLE X
SCOPE AND DURATION

A Scope of Agreement

This Agreement covers all matters relating to salaries, fringe benefits, and working conditions of full-time faculty members for the period of August 20, 1985 through August 20, 1988. The Board agrees that during the period of this Agreement it will take no action changing salary schedules, fringe benefits, and working conditions contained in this Agreement, without prior negotiation and agreement with the Senate.

ARTICLE XI
NO STRIKE PLEDGE

The parties hereto subscribe to the principle that any and all differences between them shall be resolved by peaceful and appropriate means without interruption of the College program. The Senate, therefore, agrees that it will not instigate, engage in, support, encourage or condone any strike, work stoppage or other concerted refusal to perform work by the faculty members covered by this Agreement. Differences between the parties concerning the meaning, interpretation or application of this Agreement shall be resolved by utilization of the Grievance available under the laws of the State of Illinois.

ARTICLE XII
FUTURE NEGOTIATIONS

Negotiations between the Board and Senate representatives for a subsequent Agreement will commence no later than May 1, 1988, upon request of either party.

Agreed this 19th day of November, 1985.

HIGHLAND COMMUNITY COLLEGE FACULTY
SENATE, AFFILIATED WITH THE AMERICAN
FEDERATION OF TEACHERS, LOCAL 1957

Fred
Chief Negotiator

Steven R. Jennings
President

BOARD OF COMMUNITY COLLEGE
DISTRICT No. 519

Chairman of the Board

By Joseph C. Piland
President

Appendix A

Basic Hospital Coverage

- A Room and board at the "Usual and Customary" daily rate for a maximum of 30 days.
- B. Intensive care at the "Usual and Customary" daily rate for a maximum of 30 days.
- C Additional hospital expenses - paid-in-full.
- D Emergency accident or illness expense - paid-in-full.

Basic Medical Coverage

- A Surgical expense according to schedule with a maximum benefit of $800.00.
- B. In-hospital medical care: $10.00 per day for the first 5 daily visits and $8.00 per day for 25 days.
- C Diagnostic X ray and laboratory tests to a maximum of $50.00 for any one accident or illness per year.
- D. Supplemental Accident Benefit of $300.00.

Major Medical Coverage

- A. Maximum lifetime limit: $250,000.00
- B. Co-insurance percentage: 80%
- C Stop loss rider out of pocket expense limitation of $500.00
- D. Qualifying period: 365 days

Appendix B

DIFFERENTIAL POSITIONS

Differentials

A Ten percent of base (MA-0) salary for director of forensics.

B Six percent of base (MA-0) salary for golf coach

C Six percent of base (MA-0) salary for tennis coach.

D Drama Coach will receive six hours released time each semester.

E. The Coordinator of the Licensed Practical Nursing Program will receive $1,000 per year.

F Ten percent of base (MA-0) salary for baseball coach.

G. Ten percent of base (MA-0) salary for wrestling coach.

H. Ten percent of base (MA-0) salary for women's basketball coach.

I. Eight percent of base (MA-0) salary for women's softball coach.

J. Eight percent of base (MA-0) salary for women's volleyball coach.

K. Four percent of base (MA-0) salary for cheerleader advisor.

L. Five percent of base (MA-0) salary for cross country coach.

M Ten percent of base (MA-0) salary for coordinator of Intramurals.

N. Director of Institutional Research will be allowed up to a maximum of six hours released time per semester.

O. The Director of the ADN Program will receive $1,000 per year.

Appendix C

COMMUNITY COLLEGE TENURE ACT

This Tenure Act is not a part of the contract and is included for informational purposes only.

AN ACT to add Article IIIB to the "Public Community College Act", approved July 15, 1965, as amended.

Be it enacted by the People of the State of Illinois, represented in the General Assembly:

Section 1. Article IIIE is added to the "Public Community College Act", approved July 15, 1965, as amended, the added Article to read as follows:

ARTICLE IIIB TENURE

(Ch. 122, new par. 103B-1)

Sec. 3B-1. Definitions. As used in this Article, the following terms shall have the meanings hereinafter stated:

"District" means a Community College District.

"Board" means a Board of a Community College District.

"Faculty Member" means a full time employee of the District regularly engaged in teaching or academic support services, but excluding supervisors, administrators and clerical employees.

"School Year" means a regular academic year or its equivalent excluding summer school.

"Term" means a term within a school year.

"Notice" means a written notice delivered in person or deposited in the U.S. mail by certified or registered mail, postage prepaid, addressed to the faculty member's last known address.

(Ch. 122, new par. 103B-2)

Sec. 3B-2. Tenure. Any faculty member who has been employed in any district for a period of 3 consecutive school years shall enter upon tenure unless dismissed as hereinafter provided. However, a board may at its option extend such period for one additional school year by giving the faculty member notice not later than 60 days before the end of the school year or term during the school year or term immediately preceding the school year or term in which tenure would otherwise be conferred. Such notice must state the corrective actions which the faculty member should take to satisfactorily complete service requirements for tenure. The specific reasons for the one-year extension shall be confidential but shall be issued to the teacher upon request. The foregoing provision for a three-year period and optional one-year extension shall not be construed to interfere with or abrogate local board rules or contracts which now or hereafter may provide for a lesser period of service before entering upon tenure. A tenured faculty member shall have a vested contract right in continued employment as a faculty member subject to termination only upon occurrence of one or more of the following:

a. Just cause for dismissal, or
b. A reduction in the number of faculty members employed by the board or a discontinuance of some particular type of teaching service or program.

(Ch. 122, new par. 103B-3)

Sec. 3B-3. Dismissal of Non-tenure Faculty Member. Every Board shall provide by rule or contract for a procedure to evaluate the performance and qualifications of non-tenure faculty members. If the implementation of such procedure results in a decision to dismiss a non-tenure faculty member for the ensuing school year or term, the Board shall give notice thereof to the faculty member not later than 60 days before the end of the school year or term. The specific reasons for the dismissal shall be confidential but shall be issued to the teacher upon request. If the Board fails to give such notice, with the time period, the faculty member shall be deemed reemployed for the ensuing school year. If the Board fails to give such notice within the time provided during the third year, or during the fourth year in the case of a one year extension, the faculty member shall enter upon tenure during the ensuing school year or term.

(Ch. 122, new par. 103B-4)

Sec. 3B-4. Dismissal of Tenured Faculty Member for Cause. If a dismissal of a tenured faculty member is sought for cause, the board must first approve a motion by a majority vote of all its members. The specific charges for dismissal shall be confidential but shall be issued to the tenured faculty member upon request. The Board decision shall be final unless the tenured faculty member within 10 days requests in writing of the Board that a hearing be scheduled. If the faculty member within 10 days requests in writing that a hearing be scheduled, the Board shall schedule such hearing on those charges before a disinterested hearing officer on a date no less than 45 days, nor more than 70 days after the adoption of the motion. The hearing officer shall be selected from a list of 5 qualified arbitrators provided by a nationally recognized arbitration organization. Within 10 days after the teacher receives the notice of hearing, either the Board and the teacher mutually or the teacher alone shall request the list of qualified hearing officers from the arbitration organization. Within 5 days from receipt of the list, the Board and the teacher, or their legal representatives, shall alternately strike one name from the list until one name remains. The teacher shall make the first strike. Notice of such charges shall be served upon the tenured faculty member at least 21 days before the hearing date. Such notice shall contain a bill of particulars. The hearing shall be public at the request of either the tenured faculty member or the Board. The tenured faculty member has the privilege of being present at the hearing with counsel and of cross-examining witnesses and may offer evidence and witnesses and present defenses to the charges. The hearing officer upon request by either party may issue subpoenas requiring the attendance of witnesses and production of documents. All testimony at the hearing shall be taken under oath administered by the hearing officer. The hearing officer shall cause a record of the proceedings to be kept and the Board shall employ a competent reporter to take stenographic or stenotype notes of all testimony. The costs of the reporter's attendance and services at the hearing and all other costs of the hearing shall be borne equally by the Board and the tenured faculty member. Either party desiring a transcript of the hearing shall pay for the cost thereof. If in the opinion of the Board the interests of the district require it the Board, after 20 days notice, may suspend the tenured faculty member pending the hearing, but if acquitted, the tenured faculty member shall not suffer the loss of any salary by reason of the suspension. The hearing officer shall, with reasonable dispatch, make a decision as to whether or not the tenured faculty member shall be dismissed and shall give a copy of the decision to both the tenured faculty member and the Board. The decision of the hearing officer shall be final and binding.

(Ch. 122, new par. 103B-5)

Sec. 3B-5. Reduction in Number of Faculty Members. If a dismissal of a faculty member for the ensuing school year results from the decision by the Board to decrease the number of faculty members employed by the Board or to discontinue some particular type of teaching service or program, notice shall be given the affected faculty member not later than 60 days before the end of the preceding school year, together with a statement of honorable dismissal and the reason therefor; provided that the employment of no tenured faculty member may be terminated under the provisions of this Section while any probationary faculty member, or any other employee with less seniority, is retained to render a service which the tenured employee is competent to render. In the event a tenured faculty member is not given notice within the time herein provided, he shall be deemed reemployed for the ensuing school year. For the period of 24 months from the beginning of the school year for which the faculty member was dismissed, any faculty member shall have the preferred right to reappointment to a position entailing services he is competent to render prior to the appointment of any new faculty member; provided that no non-tenure faculty member or other employee with less seniority shall be employed to render a service which a tenured faculty member is competent to render.

(Ch. 122, new par. 103B-6)

Sec. 3B-6. Review under the Administrative Review Act. The provisions of the "Administrative Review Act", approved May 8, 1945, and all amendments and modifications thereof and the rules adopted pursuant thereto, shall apply to and govern all proceedings instituted for the judicial review of final administrative decisions of a hearing officer under Section 3B-4 of this Article. The term "administrative decision" is defined as in Section 1 of said "Administrative Review Act".

AGREEMENT BETWEEN

BOARD OF TRUSTEES
OF
PUBLIC COMMUNITY COLLEGE DISTRICT NO. 514

AND

ILLINOIS CENTRAL COLLEGE FACULTY FORUM

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AGREEMENT BETWEEN

BOARD OF TRUSTEES

of

PUBLIC COMMUNITY COLLEGE DISTRICT NO. 514
(Including all or parts of the counties of Bureau, Livingston,
Marshall, Mason, McLean, Peoria, Tazewell and Woodford)

and

ILLINOIS CENTRAL COLLEGE FACULTY FORM

This Agreement is made by and between the Board of Trustees of Public Community College District No. 514, doing business as Illinois Central College, East Peoria, Illinois, hereinafter referred to as the Board, and the Illinois Central College Faculty Forum, East Peoria, Illinois, hereinafter referred to as the Forum.

ARTICLE I

SCOPE OF NEGOTIATIONS

Section 1: Recognition of the Faculty Forum

The Board recognizes the Forum as the sole and exclusive bargaining agent for all employees in the bargaining unit as defined in Board Resolution No. 76-22.

Section 2: Basis for Negotiations

Resolution No. 76-22 specifically states that recognition is based upon the "Regulations for Collective Bargaining by College Employees" adopted by the Board of Trustees on October 14, 1976. These Regulations are the basis for this negotiated Agreement between the Board and the Forum, and this Agreement should not be construed as abrogating, superceding or modifying the provisions of these Regulations in any way.

Section 3: Acknowledgment

The Forum recognizes that the Board of Trustees of Public Community College District No. 514 voluntarily acknowledges collective bargaining as a way of conducting its relations with its employees insofar as (a) practices and procedures are consistent with the statutory obligations of the Board and (b) such practices and procedures are consonant with the paramount interests of the students who attend the College and of the general public.

Section 4: Board Rights

In the administration of all matters covered by the "Regulations for Collective Bargaining by College Employees," Board authorized representatives and employees of the College are governed by existing or future laws and the regulations of appropriate authorities.

Section 5: Board Authority

Except as limited by the specific and express terms of this Agreement, the Board, on behalf of the electors of the District, retains and reserves the ultimate responsibilities for proper management of the College District, including but not limited to the responsibilities set forth in Board Resolution No. 76-22 and the rights:

ARTICLE I - continued

A. to maintain executive management and administrative control of the College District and its properties and facilities and the professional staff;

B. to hire all employees, to evaluate their qualifications, to determine the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;

C. to establish courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;

D. to delegate responsibility through recognized administrative channels for the development and organization of the means and methods of instruction;

E. to determine class schedules, non-classroom assignments, the hours of instruction and the professional duties, responsibilities and assignments of those in the bargaining unit.

It is recognized that the Board normally exercises most of its powers, rights, authorities, duties and responsibilities through members of the administrative staff.

Section 6: Board Responsibilities

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, and the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

Section 7: Scope of Negotiations

The scope of negotiations shall be wages, hours and other terms and conditions of employment, except as otherwise provided in this Agreement.

Section 8: Definition of "Full-Time Faculty"

The term "full-time faculty," hereinafter referred to as faculty, is defined as those employees who are:

A. employed for the primary purpose of instructing students;

B. filling a budgeted position;

C. granted the academic rank of Technical Instructor, Instructor, Assistant Professor, Associate Professor or Professor; and

D. issued a contract approved by the Board of Trustees.

Section 9: Definition of "Academic Year"

"Academic year" is defined as that period covered by the inclusive dates of the Employment Contract.

ARTICLE II

NON-DISCRIMINATION

The Board and Forum shall administer this Agreement without discrimination based on race, color, religion, sex, age, national origin, ancestry, physical or mental handicap unrelated to ability, or organizational membership or activity.

ARTICLE III

INTERRUPTION OF SERVICE

Section 1: No-Strike Clause

For the duration of the Agreement, neither the Forum nor any faculty member shall:

A. engage in or in any way encourage, sanction or condone any strike, sympathy strike, slowdown, concerted stoppage of work or other action which interrupts or interferes with the amount of quality of work performed or the operations of the College, subject to these Articles;

B. picket the College or in any other way prevent or deny or attempt to prevent or deny free ingress or egress to College facilities.

Any faculty members who violate the provisions of this Article are subject to discipline.

Complaints may be filed challenging such discipline, but the sole questions which may be raised through the Complaint and Appeals Procedure as to such discipline shall be whether or not the faculty member filing the complaint engaged in the prohibited activity.

Section 2: No-Lockout Clause

The Board agrees that during the term of this Agreement there shall be no lockout.

ARTICLE IV

SAVINGS CLAUSE

The parties have entered into an Agreement which in their opinion is consistent with federal and state law. In the event of the invalidity of any provisions of this Agreement, such provisions shall be considered void and not enforceable, and the remaining provisions of the Agreement shall not be affected but shall remain in full force and effect. If either party desires, upon written notice to the other, both parties shall meet within ten (10) working days of the receipt of such notice to negotiate a legal provision as a substitute provision. If no agreement is reached within an additional ten (10) working days, further negotiations may be resumed at the regular negotiating time prior to the expiration date of this Agreement for resolution thereof.

ARTICLE V

WAIVER AND ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement each had the adequate right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and Forum, for the duration of this Agreement, each voluntarily waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE VI

DURATION

This Agreement shall become effective August 1, 1987 and shall remain in effect to and including July 31, 1990, with the exception that the changes in Article XXVII Teaching Load, Released Time and Schedule and Article XXXI; Section 3, Part B shall not become effective until January 1, 1988.

ARTICLE VII

AMEND OR TERMINATE

Either party desiring to amend or terminate this Agreement must notify the other in writing by January 1 prior to the termination of this Agreement.

CONDITIONS OF EMPLOYMENT

ARTICLE VIII

ACADEMIC FREEDOM

The faculty member is entitled to full academic freedom in research and in publication of the results of such research, subject to the adequate performance of his/her other academic duties.

The faculty member is entitled to freedom in the classroom to discuss the course subject matter, but he/she should be careful not to introduce topics which have no relation to the subject.

The College faculty member is a citizen, a member of a learned profession and a representative of an educational institution. When a faculty member speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but the faculty member's special position in the community imposes special obligations. As a person of learning and an educator, the faculty member should remember that the public may judge the profession and the institution by his/her utterances. Hence, the faculty member should at all times make every effort to be accurate, to exercise appropriate restraint, to show respect for the opinions of others and to indicate that he/she is not speaking for or on behalf of the institution.

ARTICLE IX

ACADEMIC TENURE

The Board has adopted the following guidelines for tenure:

A. Full-time faculty members shall be eligible for tenure in accordance with the applicable provisions of the Illinois Community College Tenure Act.

B. For all faculty hired for a one-year temporary appointment and subsequently hired, the first year's employment shall count as part of the minimum probationary period of service.

C. Annual Review: It shall be the responsibility of each divisional Dean to review annually and to make suitable recommendations regarding the dismissal or the granting of tenure to each faculty member within the division who does not have tenure and whose quality of performance or period of probationary service calls for a decision. The faculty member may submit to his/her Department Chair a written statement which might bear upon his/her tenure recommendation for inclusion in the faculty member's personnel file.

D. Procedure for Granting Tenure:

1. All tenured faculty members will be given an opportunity to submit an advisory recommendation on all candidates eligible for tenure consideration within their departments.

2. Department Chairs will distribute "ballots" on which individual faculty members can indicate affirmation by a check mark of "yes" by the name of each candidate. A reason must be given in the case of each negative response, and all ballots must be signed.

   Faculty members may and should refrain from voting on those individuals about whom they feel unqualified to pass judgement.

3. Department Chairs, after reviewing the ballots and such supportive material as the faculty member wishes to submit with his/her self-evaluation, will give their own recommendations to the divisional Dean, along with the ballots collected from the staff and any supportive material submitted by the faculty member.

4. After considering the recommendation of the Department Chair, the ballots of the faculty and information from the candidate, if any, the divisional Dean will make his/her tenure recommendations to the President, who will present his/her tenure recommendations to the Board. In case of denial of tenure, a written rationale shall be returned to the faculty member from the appropriate divisional Dean. The faculty member may submit a written statement in response to the denial for inclusion in his/her personnel file.

5. Tenure ballots shall not be placed in the faculty member's personnel file but the numerical results of the voting shall be placed in the personnel file by the Vice President for Academic Affairs.

ARTICLE X

ACCESS TO PERSONNEL FILE

Any faculty member shall have the right of access to his/her personnel file(s) at any time. Only one (1) item in the personnel file(s) shall not be accessible to the faculty member: recommendations and evaluations submitted prior to the hiring of the faculty member. Any oral report which may be used in the evaluation of a faculty member will be transcribed into writing and placed in that faculty member's file(s). Any material added to the file(s) will bear the date on which it was received by the Personnel Office. No material shall be placed in an employee's personnel file unless the employee receives notification that said material is being placed in the file(s). The employee shall acknowledge receipt of such copy. The individual submitting the document for inclusion in the personnel file shall be responsible for obtaining the signature of the employee. If the employee refuses to sign the document, the refusal shall be so noted and then the material shall be placed into the file.

A faculty member may request any item be removed from his/her personnel file(s). If the faculty member, the individual submitting the item or document, and the Vice President for Academic Affairs agree in writing to do so, the item will be removed. Such items may include, but are not limited to, inaccurate, inappropriate, misleading, or damaging statements, documents, and evaluations.

ARTICLE XI

AVAILABILITY OF POSITIONS

When a full-time position becomes available, a vacancy notice, which will include pertinent information about qualifications, duties and application procedures, will be sent to the Faculty Forum and to each divisional office. Vacancy notices for full-time instructional, executive or administrative positions will be mailed during the summer to faculty members not on campus who request such notification from the Personnel Office.

ARTICLE XII

CLASS SIZE

Department Chairs and divisional Deans are responsible for developing general guidelines for determining class size within each division. Such guidelines shall be written by January each year and shall be placed on file within each department.

Faculty concerns over class size shall be discussed directly with the appropriate Department Chair and divisional Dean, and an attempt will be made to reach mutual agreement.

A discussion of class size shall be on the meeting agenda of each department during the fall semester, and the results of this discussion shall be forwarded to the appropriate Dean and to the Faculty Senate President by the appropriate Department Chair.

ARTICLE XIII

COMMITTEES

The President of the Faculty Forum shall be responsible for appointing faculty members to serve on all major joint committees of the College, such as the Curriculum, Traffic, Health and Safety, and Insurance committees.

Copies of joint committee reports and recommendations shall be forwarded on a timely basis to the President of the Faculty Forum.

This Article shall not apply to administrative or to Board committees, except for the provision of paragraph F.

A. The President of the College shall annually call together a Calendar Committee consisting of three (3) faculty members, three (3) administrative members and three (3) students. This committee shall make recommendations concerning the College Calendar for the next two-year period (tentative for the second year) and shall submit these to the College President, who subsequently shall present his recommendations to the Board for approval.

B. Each division shall establish a committee, including at least one (1) faculty member from the division appointed by the President of the Faculty Forum, which shall review the division's use of part-time faculty, including the need for full-time faculty involvement and interaction with the part-time teaching staff, and which shall make recommendations to the appropriate divisional Dean concerning ways for maximizing the effectiveness of the part-time staff.

ARTICLE XIII - continued

C. A committee, chaired by an administrative representative appointed by the President of the College and including a faculty member from each division, shall review the College's academic advisement system and shall make recommendations to the appropriate College administrator regarding ways for maximizing the effective use of faculty members in the entire advisement process.

D. A committee on interpretation of this contract will be established for the duration of this contract.

1. Membership

   Two (2) representatives from the Faculty Forum Negotiating Committee and two (2) administrative representatives, including the Chair of the Board's Negotiating Committee.

2. Responsibility

   To respond to any request for interpretation of specific items included in the contract and report back to the individual making the request.

3. Meetings

   To meet when requests for contract interpretation have been received by the Forum President or by the Director of Employee Relations.

4. Findings

   The findings of this committee shall be advisory in nature and in no way shall these findings interfere with rights granted under the Complaint and Appeals Procedure.

E. The President of the Faculty Forum shall appoint faculty members to the Curriculum Committee in the following manner: The Division faculty shall select ten (10) faculty members--five (5) members from LAS and five (5) members from Career Education. Only one (1) member for a department shall serve on the Curriculum Committee at one time. Selection of members for the two-year term of office shall take place before the end of the spring semester. Alternates will be selected for a one-year period. It is suggested that alternates represent those departments not currently served by members. When a member knows that he/she will be unable to attend a scheduled meeting, he/she should contact an alternate to attend. The term for members shall begin August 1.

ARTICLE XIII - continued

F. Names of committees along with lists of their members shall be published not later than October 30 of each academic year. Any changes or additions to the list shall be published within a reasonable length of time.

ARTICLE XIV

COMPLAINT AND APPEALS PROCEDURE

Section 1: Definition

A complaint may be made by a faculty member on his/her behalf whenever there is an alleged violation or misinterpretation of the specific terms of this Agreement, or by the Faculty Forum whenever there is an alleged violation or misinterpretation of the specific rights granted to the Forum by this Agreement.

It is specifically agreed that the establishment or changing of any salary rates shall be a subject for negotiations and shall not be the subject of this Procedure.

Section 2: Procedure

The Board and Faculty Forum reserve the right to appoint an alternate representative at any of the steps of this Procedure. If the faculty member wishes, a designated representative of the Faculty Forum has the right to attend any meeting held within this Procedure (including his/her initial meeting with his/her Department Chair). Any administrator also may be designated a representative to attend any meeting held within this Procedure.

Furthermore, at any meeting prescribed in this Procedure, any of the principal parties shall be provided copies of any documents specifically relating to the substance of the faculty member's complaint and shall have the right to invite any person(s) who has information to add which is specifically relevant to the complaint.

Pursuant to this right, the Board shall, upon written request of the faculty member, give him/her copies of all material in his/her personnel file, with the following exception: Recommendations and evaluations submitted prior to the hiring of the faculty member.

The Complaint and Appeals Procedure provides an orderly process for considering and resolving complaints over matters covered by this Agreement. It consists of the following steps:

Step 1: A faculty member who has a complaint shall first take up the matter orally with his/her Department Chair.

Step 2: If the matter is not settled within fifteen (15) working days of the happening that gave rise to the complaint, the faculty member shall submit the matter in writing to the Dean. The Dean shall meet with the faculty member and Department Chair and try to resolve the complaint.

Step 3: If the matter is not settled within five (5) working days after being submitted to the Dean, the faculty member shall present the matter in writing to the Vice President for Academic Affairs. His/her decision shall be returned within five (5) working days.

Step 4: If the decision of the Vice President does not resolve the complaint, the faculty member, within five (5) working days of his/her receipt of the Vice President's decision, may submit a request in writing to the Faculty Forum that the matter be referred to arbitration. If the Faculty Forum decides to submit the matter to arbitration, the Faculty Forum shall, within thirty (30) days of receipt of the complainant's written request, notify the Board of Trustees through the President that it desires to proceed to arbitration.

a. If the Faculty Forum decides to proceed to arbitration, it shall initiate the process of selecting an arbitrator. This may be accomplished by mutual agreement between the Forum and the administrative representatives of the Board of Trustees on an arbitrator, or by requesting the Federal Mediation and Conciliation Service to provide a list of five (5) arbitrators. If the Mediation and Conciliation Service is used, each of the two (2) parties then alternately shall strike one name from the list until one (1) name is mutually agreed upon or until only one (1) name remains. The remaining name, or the name mutually agreed upon, shall be the arbitrator. Prior to initiating the process of striking names to select an arbitrator, if both the Faculty Forum and the Board of Trustees representatives agree, a second list of five (5) arbitrators may be requested from the Service. The party eligible for the first deletion from the list shall be determined by chance.

ARTICLE XIV - continued

b. The arbitrator shall consider and decide only the specific issues submitted to him/her in writing and shall have no authority to make any decision or recommendation on any other issue not so submitted to him/her.

c. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.

d. The arbitrator shall submit his/her decision in writing within thirty (30) days following the close of the hearing, or if oral hearings have been waived, within thirty (30) days following the transmitting of the final statements and proofs to the arbitrator.

e. The decision of the arbitrator, if made in accordance with his/her jurisdiction and authority under this Agreement, will be accepted as final by the Board, the Forum and the complainant. All parties will abide by the decision.

f. The arbitrator's fees and expenses shall be shared equally by the Board and the Forum.

Substitutes shall be provided whenever necessary for any principal participants to attend meetings prescribed by this Appeals Procedure.

Use of this Procedure shall not deny subsequent access to other legal procedures.

ARTICLE XV

COURSE APPROVAL PROCESS

The Curriculum Committee considers and makes recommendations on requests for new courses and changes in current cataloged courses. Requests by individual faculty members shall be forwarded via the appropriate administrative structure to the Curriculum Committee.

ARTICLE XVI

EVALUATION OF FACULTY

Section 1: Responsibility

A yearly evaluation of faculty members based on the "Evaluation Criteria for the Improvement of Instruction" is the responsibility of the Department Chair. No institution-wide weight shall be given to the evaluation methods described below, although each member of a division will be given an opportunity to present his/her suggestions to his/her divisional Dean for consideration. Suggestions concerning weighting of prescribed methods and the use of optional methods shall be discussed by the faculty members of each division and their Dean. Before evaluations begin, the Dean will distribute within the division a written explanation of the procedure to be employed. This explanation will be reviewed and discussed annually in the first fall divisional meeting. Whenever possible, the material on which an evaluation is based will be included in the faculty member's personnel file(s).

Section 2: Methods

A. The Department Chair shall observe in a teaching situation each full-time non-tenured faculty member at least two (2) times annually.

B. The Department Chair shall observe in a teaching situation each tenured faculty member once every three (3) years unless there is, in the Chair's judgement, need for more frequent visits.

C. Classroom visits must be completed prior to the fourteenth (14th) week of classes.

D. The observer shall confer with each tenured or non-tenured faculty member following each visit or series of visits, assessing the faculty member's professional effectiveness up to that point, and shall provide in advance a written reason if an additional visit is deemed necessary. The faculty member also may request in writing an additional evaluation visit.

E. Each full-time faculty member shall present a self-evaluation to his/her Department Chair no later than December 15 of each year, covering the current calendar year.

A self-evaluation form developed within the division shall be used for this purpose. The faculty member is invited to submit to the Department Chair at any time additional materials which may influence the faculty member's evaluation. The self-evaluation and such material will be forwarded by the appropriate Dean to the Personnel Office for inclusion in the faculty member's personnel file.

F. These methods of evaluation, together with appropriate informal observations by the Department Chair of non-classroom divisional activities, shall constitute the principal mode in the evaluation process.

Section 3: Format

The evaluation of each faculty member will be recorded in a narrative of one (1) or more paragraphs based upon the "Evaluation Criteria for the Improvement of Instruction." Suggestions concerning the improvement of instruction should be specified in the evaluation. The evaluation of each faculty member must state whether or not overall performance is deemed satisfactory. Cases of unsatisfactory performance will be substantiated in the faculty member's written evaluation, and specific suggestions for correcting deficiencies will be included.

Section 4: Procedure

Evaluations and reemployment and tenure recommendations shall be submitted to the appropriate divisional Dean on or before January 31 of each year. The faculty member shall be given a copy of his/her evaluation at least five (5) school days prior to its submission to the divisional Dean by the Department Chair, and the faculty member shall be given an opportunity during this period to meet in conference with the Department Chair to discuss the evaluation. Either the Department Chair or the faculty member may initiate the request for the conference. Any alterations of the evaluation after it has been given to the faculty member must be given to the faculty member prior to its submission to the divisional Dean. In the event of a disagreement between the Department Chair and the faculty member, the faculty member may submit a written statement to the divisional Dean for inclusion in the faculty member's personnel file.

ARTICLE XVI - continued

Section 5: Evaluation Criteria for the Improvement of Instruction

The Department Chair's evaluation of the faculty member shall be made on the basis of such criteria as the following:

A. The faculty member displays a depth of understanding of the subjects which are his/her primary assignment. It is the faculty member's responsibility to:

   1. keep abreast of developments within his/her field through reading professional literature;
   2. maintain membership in appropriate professional organization(s);
   3. attend professional meetings;
   4. attend conferences and workshops;
   5. when deemed necessary, complete additional formal studies, especially if the faculty member does not hold an advanced degree.

B. The faculty member plans, organizes and teaches the courses which are his/her assignment. In so doing, he/she should:

   1. cooperate with colleagues to develop course objectives and syllabi consistent with the College's philosophy and objectives;
   2. create a classroom situation oriented toward meeting course objectives;
   3. make students aware of course objectives;
   4. use evaluation instruments designed to measure course objectives;
   5. develop classroom presentations, activities and assignments in keeping with course objectives.

C. The faculty member actively seeks to improve instruction by:

   1. revising course materials to keep them current;
   2. revising course materials in an effort to meet the abilities and backgrounds of the students, within the objectives of the course being taught;

ARTICLE XVI - continued

3. experimenting with techniques and materials (e.g., audio-visual) in an effort to improve his/her effectiveness.

D. The faculty member manifests genuine concern for students by:

1. attempting to be helpful to students who seek his/her advice during his/her office hours;

2. scheduling special appointments for students, if necessary;

3. realizing the limits of his/her professional competence by utilizing the channels of referral available at the College in those cases where the need arises.

E. The faculty member displays personal and professional integrity by:

1. dealing honestly and fairly with students and other staff members;

2. refraining from making derogatory comments about other staff members in the presence of students;

3. attempting to deal responsibly with others in the community;

4. accepting the responsibility of academic freedom.

F. The faculty member assumes responsibility in departmental, divisional and College matters. This is illustrated by:

1. cooperating with colleagues for the development of the department, the division and the College;

2. accepting the obligation of academic advisement;

3. accepting his/her share of less desirable assignments, such as classes at early or late hours;

4. helping to meet emergency situations which may develop within the department or division;

5. participating on departmental, divisional and College committees, as the need arises.

ARTICLE XVII

FACULTY INVOLVEMENT IN HIRING

Decisions on the hiring of faculty members and the terms of their employment shall be the sole and exclusive right of the Board of Trustees. The terms of faculty employment contracts shall not violate the terms of this Agreement.

Whenever a prospective full-time faculty candidate is to be interviewed, a tenured faculty member of that discipline or department shall be invited to participate in the interview.

ARTICLE XVIII

FACULTY PARKING

Adequate reserved parking spaces for faculty shall be available.

ARTICLE XIX

HEALTH AND SAFETY

The Board shall provide health services including emergency first aid and health care, and shall provide safe working conditions for faculty members.

An on-the-job illness or injury shall be reported immediately and, in the case of injury, an Accident Report submitted to Health Services within twenty-four (24) hours.

An employee may report to his/her immediate supervisor, to the appropriate campus department and/or to the Faculty Senate any condition which the employee considers to be unsafe. The Board shall investigate such reports and determine corrective action necessary and feasible and shall convey its findings to the appropriate campus personnel.

ARTICLE XX

LEAVES OF ABSENCE

Section 1: Sabbatical Leave

The Board of Trustees may grant a Sabbatical Leave to a faculty member for a period of time not to exceed one (1) academic year for resident study, travel or other purpose(s) designed to improve the educational mission of the College.

All full-time faculty will be considered to be eligible for a Sabbatical Leave upon completion of six (6) consecutive or eight (8) full academic years of employment as a full-time faculty member by the College. Any faculty member who resigns from the College and who is subsequently reemployed by the College as a full-time faculty member shall accrue credit toward eligibility for Sabbatical Leave consideration only from the date of his/her reemployment.

A faculty member who is granted a Sabbatical Leave may elect one (1) of the following options: (a) one (1) semester at full pay or (b) two (2) semesters at half pay. Full pay shall be the base salary (the academic year salary plus any negotiated adjustment) the faculty member would have received if he/she had not been on Sabbatical.

No more than five (5) full-time faculty members will be granted a Sabbatical Leave during any one (1) academic year. Five (5) is the maximum figure, and it is not mandatory that this number be granted every year.

Any faculty member, before being granted a Sabbatical Leave, must sign a statement indicating he/she will return to Illinois Central College for a period of two (2) years. If the faculty member does not return to the College, then the College must be reimbursed by the faculty member the amount paid to him/her during the Sabbatical Leave plus the cost of fringe benefits paid during the Leave. If the faculty member returns to the College for only one (1) year, then fifty percent (50%) of the salary paid to him/her during his/her Sabbatical and the cost of his/her fringe benefits is reimbursable by the faculty member.

The granting of a Sabbatical Leave is not automatic but is completely within the discretion of the Board. The completion of the minimum time merely makes the individual eligible to be considered for a Sabbatical Leave.

Any member of the full-time faculty desiring to be granted a Sabbatical Leave must present a prospectus detailing the plans for his/her Leave and must demonstrate the manner in which the Leave will benefit the institution and the individual. The prospectus must be submitted to the faculty member's Department Chair and the appropriate Dean no later than September 15 of the academic year preceding the time the Leave is to be granted, and the Faculty Forum President is to be notified by the appropriate Dean in writing of the submission. The Department Chair and the appropriate Dean will determine priorities and will make a recommendation which then will be forwarded to the President and then to the Board of Trustees for final approval and authorization at the November Board meeting.

Faculty members granted Sabbatical Leaves will be eligible for promotion and will return to the base salaries (basic salary adjustment, satisfactory performance increment, plus, any cost of living adjustment) they would have received if they had taught full-time during the period of the Sabbatical. Sick Leave for the period of the Sabbatical will not be granted.

If an application for Sabbatical Leave is denied, the specific reason(s) shall be stated in writing to the faculty member by a representative of the President's office prior to the announcement of Sabbatical Leaves granted at the November meeting of the Board of Trustees.

Section 2: Sick Leave

Each faculty member will be granted thirty (30) days Sick Leave the first year for the following reasons:

1. personal illness;
2. serious illness or death in the immediate family.

If a faculty member is unable to perform his/her scheduled duties for any of these reasons, he/she must notify his/her Department Chair or appropriate Dean at the earliest possible time, but not later than the time his/her duties are to begin. If a faculty member fulfills any part of his/her scheduled assignment(s) for any day, he/she shall not be charged with Sick Leave.

ARTICLE XX - continued

Additional days of Sick Leave may not accumulate until the beginning of the third (3rd) year of continuous employment, at which time fifteen (15) days per year will accumulate to a total of three hundred fifteen (315) days for the first year of the contract (1987-88), three hundred thirty (330) days for the second year of this contract (1988-89) and three hundred forty-five (345) days for the third year of the contract (1989-90). A faculty member may use his/her accumulated Sick Leave days for personal illness or serious illness or death in the immediate family. A faculty member may use thirty (30) days or twenty-five percent (25%) of his/her accumulated Sick Leave days, whichever is greater, each school year because of serious illness or death in the extended family. However, under unusual circumstances a faculty member can request additional Sick Leave days be granted by the President of the College, up to his/her maximum accumulated days, for use because of serious illness or death in the extended family. If deemed necessary, the Board may require a physician's certificate verifying an illness of a week or more before authorizing pay during the Leave. Faculty shall receive an annual statement of accumulated Sick Leave with the May payroll checks.

"Immediate" family is defined as spouse, child, or dependent as defined by the Internal Revenue Service. "Extended" family is defined as brother, sister, parent, grandparent, wherever they may reside, or other relative living within the faculty member's immediate household.

Section 3: Personal Leave and Bereavement Leave

Two (2) of the above Sick Leave days may be used for personal business or for religious reasons. Such absences shall be granted at full pay. Except under extenuating circumstances, a faculty member is required to give written notice to his/her Department Chair at least twenty-four (24) hours in advance of any Personal Leave absence.

Each faculty member who is absent from work to attend the funeral of a member of his/her immediate family shall be paid at his/her contract rate of pay for the actual time lost from his/her scheduled work time by reason of such funeral, up to a maximum of three (3) consecutive working days. Such absences shall be separate from the employee's Sick Leave and shall be noncumulative.

For Bereavement Leave, the immediate family is defined as "spouse, child, brother, sister, parent, father-in-law, mother-in-law, wherever they may reside, or other relative living within the employee's immediate household."

ARTICLE XX - continued

Section 4: Other Leaves

A. Jury Duty: Faculty members shall be paid the difference between their regular salary and pay received while serving on jury duty or when subpoenaed to testify as a witness in a Court of Record of the State of Illinois. Such absences shall not be included in any Leave specified previously.

B. Unpaid Leaves of Absence: A faculty member may be granted upon a written request up to one (1) academic year's Leave of Absence without pay upon recommendation by the President and with the approval of the Board for parental (child-bearing or childrearing), personal health, professional competence or other good and sufficient cause.

In cases of the Leaves described in B, benefits accumulated by a faculty member prior to the effective date of the Leave of Absence shall be carried forward and maintained during the Leave.

A faculty member who takes a full academic year's unpaid Leave of Absence will return at the base salary he/she would have received at the beginning of his/her Leave. A faculty member who takes a one-half (1/2) academic year's unpaid Leave and whose performance is considered satisfactory will return to the salary that reflects one-half (1/2) of the adjustment, if any, negotiated during the year in which the Leave was taken.

Unpaid Leave of Absence time is not applicable to eligibility for tenure or promotion.

ARTICLE XXI

OFFICE HOURS

Each full-time faculty member shall maintain regular, posted office hours adequate to the needs of the students. Hours by appointment shall be arranged by the faculty member for students whose schedules do not allow use of posted hours. At least five (5) posted office hours shall be maintained by each faculty member, scheduled during two (2) or more days during the week. For contractual, arranged and other non-classroom courses, at least one (1) additional office hour shall be scheduled for each hour of credit.

ARTICLE XXII

OWNERSHIP OF MATERIALS

When a faculty member, without released time or other institutional support, develops teaching materials specifically for his/her personal use and not for general use within his/her department, the faculty member shall not be required to give such materials to other instructors and shall have the option to copyright such materials. Such materials may include, for example, lesson plans, class lecture notes, tests, quizzes and student assignments.

ARTICLE XXIII

PROMOTIONS

Section 1: Requirements

Promotion to a higher rank is in no case automatic. Minimal requirements to be considered eligible for promotion include the following:

A. Serving at least three (3) consecutive years in each rank granted at Illinois Central College; and

B. Evidence of significant professional improvement (e.g., workshops, seminars, work experience, academic enrichment) or earning a higher degree or fifteen (15) hours of appropriate academic work from an accredited institution since attaining the current rank.

Section 2: Procedure

Any faculty member who has met the above minimal requirements and who wishes to be considered for promotion must submit a written request and rationale to his/her Department Chair by February 15. The Chair then will prepare a written recommendation on each request he/she receives and will send a copy of each request and recommendation to the divisional Dean, who, by March 15, will send each request, together with his/her recommendation, to the Promotion Committee.

The Promotion Committee, composed of the divisional Deans and the Academic Vice President, will meet to consider faculty promotion requests and recommendations. The Promotion Committee will submit its written recommendations to the President, who will present his/her recommendations to the Board for formal approval.

Any faculty member who applies for but does not receive a promotion will receive a written statement from the Promotion Committee indicating the specific reasons why promotion was not granted to him/her. This will include how his/her Department Chair and Dean rated him/her for promotion. The faculty member who is denied a promotion may submit a written statement in response to the denial for inclusion in his/her personnel file.

Faculty promotion requests should address such considerations as the following: annual evaluation; course and curriculum development; current rank and number of years in that rank; College committee work; advising student organization; research or publishing experience; community service activities and completion of academic courses and workshops.

ARTICLE XXIV

RELEASE DUE TO PROGRAM CURTAILMENT

When a consistent pattern of enrollment decline becomes apparent and curtailment becomes a possibility, notice shall be given to the affected faculty member or members no later than October 1 of the academic year preceding such curtailment. Any tenured faculty member whose contract will not be renewed at the end of that academic year shall be notified no later than October 1 of that year. In addition, the Department Chair and the divisional Dean shall meet with the affected faculty member or members prior to October 1 of the academic year preceding such curtailment to apprise them of other positions which may be available at the College for which they may apply if they are qualified.

In cases where curtailment proves to be unavoidable, part-time faculty in that discipline or department will be the first to be released, provided there are full-time faculty who are qualified to teach the class(es) assigned to the part-time faculty. If full-time faculty must be released due to program curtailment, non-tenured faculty within that discipline or department shall be released first provided there are tenured faculty who are equally qualified (based on experience, preparation and special competencies required for a given assignment) to teach the scheduled courses.

In the event a curtailed program is reinstated, any full-time faculty member released due to the curtailment will be recalled and considered for reemployment in the reverse order of the sequence for release. When reinstatement occurs after a period of two (2) academic years, recall of released faculty members shall not be required. Those persons contacted for recall will be notified by registered mail, return receipt requested. If no response is received within four (4) weeks, no further consideration will be given them for reemployment. A copy of the recall notification shall be sent to the President of the Faculty Forum.

It will be the responsibility of the individual released to provide the Personnel Office with his/her current address.

Any tenured faculty member notified by October 1 that his/her contract will not be renewed the next academic year because of program curtailment will be provided health insurance benefits by the College until December 31 of the calendar year in which his/her contract terminates or until he/she is employed elsewhere, whichever occurs first. During his/her final semester, the faculty member will be permitted to use a maximum of fifteen (15) personal days for the purpose of interviewing for other positions. The fifteen (15) days shall not be charged against any days referred to in Article XX: Leaves of Absence.

ARTICLE XXV

RETIREMENT

Full-time faculty at Illinois Central College are required to participate in the State Universities Retirement System. The faculty member contributes the percent of his/her salary mandated by the System. Details regarding the System may be obtained from the Executive Offices of the State Universities Retirement System, 50 Gerty Drive, Champaign, Illinois 61820.

Retirement shall be compulsory at the close of the academic year in which the faculty member reaches age 70. Retirement annuities shall be provided in accordance with the provisions of the State Universities Retirement System.

ARTICLE XXVI

SUBSTITUTION FOR ABSENT FACULTY MEMBERS

When a faculty member must be absent because of illness, emergency or for any approved reason, other instructional personnel may be asked by the Department Chair to serve as a substitute for the absent faculty member for one (1) or more of his/her classes.

When a faculty member must be absent for an extended period of time, the Department Chair may employ either full-time or part-time faculty to fill the position.

The faculty member who agrees to accept a substitution assignment for a full-time or part-time faculty member shall be paid at the rate specified in Article XXXI: Compensation, Section 3.

When a faculty member must be absent because of attendance at a professional meeting, it is his/her responsibility to arrange in advance for appropriate educational activities for his/her classes. These arrangements and activities must be reported to the faculty member's Department Chair prior to implementation.

ARTICLE XXVII

TEACHING LOAD, RELEASED TIME AND SCHEDULE

Section 1: Teaching Load

Full-time faculty teaching load shall be thirty (30) to thirty-two (32) equated credit hours per academic year, or shall be fourteen (14) to sixteen (16) equated credit hours in a semester, or shall assume other responsibilities requiring essentially the same commitment of time. Faculty members within the English Department shall carry the same teaching load as other full-time faculty members; however, they shall be assigned no more than twelve (12) equated credit hours of English Composition per semester without their agreement.

ARTICLE XXVII - continued

Within each semester a faculty member may be assigned a load of as many as sixteen (16) e.c.h.; however, he/she may not be assigned more than sixteen (16) e.c.h. in either semester without his/her agreement. Fall and spring semester assignments may include equated credit hours for responsibilities scheduled to occur later within the semester. The overload rate of pay shall apply only to that portion of a load which exceeds fifteen (15) e.c.h. per semester.

A faculty member who voluntarily accepts a minimester assignment during the December minimester period shall have the assignment included in his/her spring semester load; and a faculty member who voluntarily accepts a minimester assignment scheduled at the end of the spring semester or prior to the fall semester shall have the assignment included as part of his/her summer school load.

Equated credit hours shall be computed at 1:1 per lecture hour, 1:0.75 per instructional laboratory hour and 1:0.50 per non-instructional laboratory supervision hour. Equated credit hours for faculty who accept independent study students shall be computed by multiplying 0.10 times the number of students times the approved credit hour value for the course.

Examples of instructional laboratory hours include health and technical occupations courses which require a direct supervision of students to ensure a standard of safety and science laboratories for which a faculty member may be required to set up and dismantle lab materials and supervise students as a part of his/her teaching assignment. Examples of non-instructional laboratory supervision hours include data processing, accounting, mathematics, learning or reading and study skills laboratory partial load assignments.

Other teaching assignments requiring different e.c.h. values will be made by Department Chairs with consideration given to the varying amounts of preparation and paperwork involved.

Section 2: Released Time

Full-time faculty may be granted or may request in writing released time for major responsibilities and assignments requiring extraordinary time commitments beyond a normal teaching load. Faculty requests shall be directed on a timely basis to the Department Chair, who will make a recommendation to the divisional Dean. The divisional Dean shall respond in writing to such a request on a timely basis.

The Faculty Forum will be granted a maximum of six (6) equated credit hours of released time per year for Forum responsibilities to be used as designated by the Forum.

ARTICLE XXVII - continued

Section 3: Divisional Guidelines

Annually Department Chairs shall consult with the appropriate group(s) of faculty members in developing e.c.h. values for other teaching assignments and in developing guidelines for granting released time. Chairs subsequently shall submit to the appropriate divisional Dean recommended guidelines for determining other e.c.h. values and for granting released time.

The divisional Dean shall approve all e.c.h. values and such guidelines for granting released time as he/she deems necessary and appropriate and shall place on file within the divisional office by September 15 each year a listing of such e.c.h. values and a copy of such guidelines.

Copies also will be placed on file in the office of the President of the Faculty Forum and in the office of the President of the College.

Section 4: Schedule

Final department teaching schedules and assignments shall be determined by the Department Chair. Prior to the development of schedules, faculty will be provided the opportunity to express their teaching preferences in writing to their Department Chair. Faculty members within each department may, at the request of their Department Chair, meet to select their courses from the department schedule with the assistance of the Department Chair.

Class assignments may consist of a combination of day, evening and Saturday classes, although not more than one (1) evening course per semester may be assigned without the consent of the faculty member involved except when an additional evening assignment is necessary to complete a full load or to ensure program offerings.

Insofar as possible, those faculty members assigned to a Saturday class shall have their schedules developed in such a way that the workweek shall not exceed five (5) days. If possible, the faculty member shall have have his/her schedule developed so as to provide for two (2) consecutive days off. In those instances where it is not reasonably possible to develop a schedule whereby the workweek does not exceed five (5) days in length, the Department Chair concerned shall make every effort to group the classes of the faculty member relatively close together to avoid lengthening the workday as well as the workweek.

The Department Chair shall attempt to schedule a faculty member in such a way as to provide a break of at least twelve (12) hours between the close of his/her last class on one day and the beginning of his/her next class on the following day and to assign no more than three (3) different preparations per semester to a faculty member. The Department Chair also shall attempt to rotate less popular class times among faculty members unless faculty members specifically request these times, and full-time faculty shall be given priority consideration in the assignment of class times.

By the beginning of the fourth (4th) full week of classes each semester, each Department Chair shall provide faculty within his/her department with an enumeration of full-time faculty assignments within that department, including released time.

Section 5: Overloads

During any one (1) semester, a Department Chair and a faculty member may enter into an agreement, whereby the faculty member may be assigned an overload teaching assignment; however, the total assignment(s) shall not exceed twenty (20) e.c.h.

In the event that an emergency situation should develop which causes difficulty in finding an instructor to teach a class, a faculty member may enter into a written agreement with the Department Chair and Dean to teach an overload in excess of five (5) e.c.h.; however, any such agreement must be approved by the Vice President for Academic Affairs.

Any faculty member desiring to teach an overload in his/her own department or any other department shall notify the appropriate Department Chair of his/her interest at least sixty (60) days prior to the beginning of any semester.

A faculty member who agrees to accept an overload assignment for the fall semester, with his/her written agreement, may have the assignment deducted from his/her spring semester load or may be paid at the overload rate. Any overload assignment accepted spring semester will be paid at the overload rate unless, with the faculty member's written agreement, such an overload assignment already has been credited to the faculty member's full fall semester e.c.h. load. When spring semester enrollments are higher than anticipated and additional classes are offered, faculty members accepting an overload in the fall semester and electing to deduct the extra assignment from their spring load will be given first opportunity to teach these classes at the overload rate.

Overloads will not be assigned to an area faced with program curtailment until all full-time faculty members who are qualified to teach the scheduled courses have been assigned a full e.c.h. load.

Payment of any overload shall be processed upon completion of the overload assignment and shall be paid in a lump sum in the faculty member's next paycheck. In those instances where the overload assignment extends over a period of time that covers more than one (1) pay period, the faculty member may choose to receive the payments in equal installments during that time.

ARTICLE XXVIII

TEACHING OFF CAMPUS

When the teaching assignment is located off campus, the full-time faculty member will be reimbursed for travel expenses as specified in Article XXX: Travel. Reimbursement for mileage shall be paid only for the mileage in excess of that to and from the faculty member's home and Illinois Central College.

Whenever a teaching assignment is located off campus, and the mileage reimbursement which the full-time faculty member receives is for mileage in excess of sixty (60) miles per round trip, the faculty member will receive an additional payment of ten dollars ($10.00) per round trip as compensation for the additional time involved; to be paid at the conclusion of the assignment.

ARTICLE XXIX

TERMINATION OF SERVICE

Any faculty member may be removed at any time only for good and sufficient cause as determined by Board policy. Good and sufficient cause includes but is not limited to:

1. moral turpitude;
2. unprofessional conduct, including willful neglect of duty, insubordination, conduct detrimental to the College and actions contravening the stated philosophy and goals of the institution;
3. incompetence;

ARTICLE XXIX - continued

4. incapacity, whether mental or physical;
5. violation of Board Policies and Procedures or of the law pertaining to community colleges;
6. curtailment of program.

Termination for cause of a faculty member on tenure appointment or dismissal for cause of a faculty member prior to the expiration of a term appointment shall be accompanied by a written statement setting forth the reason(s) for such discharge. The faculty member being discharged may submit a written statement in response to this discharge for inclusion in his/her personnel file.

Notice of resignation from employment by a faculty member whether on term or tenure appointment ordinarily shall be submitted in writing prior to the conclusion of the academic year in which such employment is to terminate. Failure by non-tenured faculty to sign and return a contract within the prescribed time limits stated in the contract shall be considered as a formal resignation if the contract was sent registered mail, return receipt requested.

ARTICLE XXX

TRAVEL

Faculty members will be reimbursed for travel when such travel is approved by the appropriate Department Chair and divisional Dean.

Faculty requests to attend conferences, workshops and other meetings will be evaluated by the Department Chair as to the benefit to the College. Upon administrative approval, the faculty member will receive appropriate reimbursement for the expenses incurred.

The appropriate Department Chair or divisional Dean annually each fall shall provide faculty within his/her department or division with a list of travel expenses reimbursed during the previous fiscal year. The list shall identify the faculty member, the professional meeting attended and the amount of the reimbursement.

Mileage for the approved use of a personal car shall be paid at the rate established by the Board of Trustees.

COMPENSATION AND FRINGE BENEFITS

ARTICLE XXXI

COMPENSATION

The determination of rates of compensation for any teaching assignments which could affect the entire full-time faculty will be negotiated during the contract year if there is no provision for compensating such assignments in this Agreement. However, the Board shall retain the right to establish methods and rates for paying individual faculty members engaged in approved activities beyond their teaching responsibilities.

Section 1: Base Salary

Faculty base salaries for the 1987-88, 1988-89 and the 1989-90 school years shall be changed in accordance with the following provisions during the duration of this contract.

A. Salary Schedule

	Instructor	Assistant Professor	Associate Professor	Professor
		1987-88 School Year		
Minimum	$17,785	$19,340	$21,080	$22,835
Maximum	33,805	37,210	41,345	42,985

For the 1987-88 school year, each faculty member will receive the entire raise of 2% plus satisfactory performance; however, the faculty member's base salary shall not exceed the published maximum for his/her rank.

	Instructor	Assistant Professor	Associate Professor	Professor
		1988-89 School Year		
Minimum	$18,320	$19,920	$21,715	$23,520
Maximum	35,470	38,985	42,545	44,185

For the 1988-89 school year, each faculty member will receive the entire raise of 3% plus satisfactory performance; however, the faculty member's base salary shall not exceed the published maximum for his/her rank. However, if a faculty member exceeded the published maximum for the 1987-88 school year and the published maximum for the 1988-89 school year, he/she will receive one half (1/2) the difference between the maximum published schedule and the full dollar amount of the sum of the Base Salary Adjustment plus Satisfactory Performance Increment.

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	Instructor	Assistant Professor	Associate Professor	Professor
		1989-90 School Year		
Minimum	$18,685	$20,320	$22,150	$23,990
Maximum	37,190	40,765	44,395	46,070

A base salary adjustment will be provided for each faculty member as set forth in the following schedule:

August 1, 1987	+2.0%
August 1, 1988	+3.0%
August 1, 1989	+2.0%

A satisfactory performance increment will be added to the base salary of each faculty member rated satisfactory in his/her prior January evaluation as follows:

August 1, 1987	$635
August 1, 1988	$655
August 1, 1989	$1000

B. Promotions

Promotions shall be one thousand dollars ($1,000) in addition to Item A with twelve (12) promotions to be awarded in each of the three (3) consecutive years (1987-88, 1988-89, and 1989-90).

Section 2: Summer School Salaries

Salaries for the 1988 summer school shall be based upon twenty-three percent (23%) of the individual faculty member's 1988-89 base salary and shall be paid at the rate of .125 times the full summer salary for each e.c.h. assigned to a maximum of nine (9) e.c.h. Faculty members who accept summer assignments in excess of nine (9) e.c.h. shall be paid at the overload rate specified in Section 3: Other Compensation; Part B.

Salaries for the 1989 summer school shall be based on the mean of twenty-three percent (23%) of the individual faculty member's 1988-89 base salary and twenty-three percent (23%) of the faculty member's 1989-90 base salary, and shall be paid at the rate of .125 times the full summer salary for each e.c.h. assigned to a maximum of nine (9) e.c.h. Faculty members who accept summer assignments in excess of nine (9) e.c.h. shall be paid at the overload rate specified in Section 3: Other Compensation; Part B.

ARTICLE XXXI - continued

Salaries for 1990 summer school shall be based on twenty-three percent (23%) of the individual faculty member's 1989-90 base salary and shall be paid at the rate of .125 times the full summer salary for each e.c.h. assigned to a maximum of nine (9) e.c.h. Faculty members who accept summer assignments in excess of nine (9) e.c.h. shall be paid at the overload rate specified in Section 3: Other Compensation; Part B.

Section 3: Other Compensation

A. Faculty members who substitute for absent faculty members shall be paid at the rate of twenty-five dollars ($25) per contact hour in accordance with Article XXVI: Substitution for Absent Faculty Members.

B. Beginning January 1, 1988, faculty members who teach an overload shall be paid at the rate of four hundred twenty-five dollars ($425) per e.c.h., in accordance with Article XXVII: Teaching Load, Released Time and Schedule.

ARTICLE XXXII

FRINGE BENEFITS

The Board retains the right to change insurance carriers or to self insure so long as the same level of benefits is provided. Further information is available through the Personnel Office.

Section 1: Health Insurance

The Board will provide hospitalization, surgical and major medical insurance coverage for faculty members and their eligible dependents.

Six (6) months prior to a faculty member's (or dependent spouse's) sixty-fifth (65th) birthday, that faculty member (or spouse) should apply for Medicare benefits to determine his/her eligibility for Medicare. If the faculty member qualifies for Medicare, the College will provide coverage supplemental to Medicare Part A (hospitalization) and Part B (medical) as long as he/she is a full-time faculty member at the College. Faculty members not eligible for Medicare will continue to be provided the same level of coverage as faculty members under the age of seventy (70).

Health insurance coverage will remain in effect for a surviving spouse and/or other eligible dependent(s) of any faculty member for a period of one (1) year. The College will pay the premium for the year following the death of a faculty member.

ARTICLE XXXII - continued

The Board shall provide the mechanism for the faculty as a group to purchase additional maternity, basic per-day hospital room, dental and visual coverage. Participation requirements shall be as specified by the College's insurance carrier, and the payment for any additional coverage shall be made by the faculty participants by means of payroll deduction.

Section 2: Health Maintenance Organization

In addition to its regular group health and accident coverage, the College will offer employees the option to enroll voluntarily in a Health Maintenance Organization (HMO) health plan. The College will be responsible only for the same premium payment amount as it provides under its regular group plan. Any excess premium will be the responsibility of the employee.

Section 3: Life Insurance and Accidental Death and Dismemberment

Life insurance and accidental death and dismemberment coverage will be provided by the Board in the amount of the academic year salary, to the next nearest five hundred dollars ($500), to faculty under the age of seventy (70). At age seventy (70), life insurance and accidental death and dismemberment coverage is reduced to fifty percent (50%) of the academic year salary of the faculty member, to the next nearest five hundred dollars ($500).

Section 4: Workers Compensation

Any accident or illness which is the result of employment is covered by Workers Compensation. Faculty members who are injured during working hours at Illinois Central College must report the accident immediately to Health Services, even if the injury does not seem to warrant medical attention, so an official Accident Report can be prepared.

Time lost due to an accident as a result of employment is not deducted from the faculty member's Sick Leave. The College will continue salary benefits through the first three (3) working days, at which time Workers Compensation will start paying the faculty member for time lost. In the event the disability from an accident extends beyond ten (10) working days, Workers Compensation insurance will pay from the first (1st) day of disability. The faculty member then would reimburse the College for the first three (3) working days' compensation.

ARTICLE XXXII - continued

Section 5: Long-Term Disability

All full-time permanent employees are eligible for long-term disability benefits provided by either the College's insurance program or by the State Universities Retirement System.

A. State Universities Retirement System Coverage:

After a member establishes two (2) years of service, he/she will qualify for disability benefits if he/she cannot perform the duties of his/her position because of illness. No minimum service is required if his/her disability results from an accident. After sixty (60) calendar days of disability or the termination of salary or Sick Leave payments, whichever is later, a member is entitled to fifty percent (50%) of his/her (a) basic compensation on the date disability occurs or (b) average earnings during the twenty-four (24) months immediately preceding disability, whichever is greater.

Disability benefits are payable until the member receives benefits equal to fifty percent (50%) of his/her total earnings while a member of the Retirement System, but such benefits are not payable after September 1 following the date he/she reaches the age of seventy (70). While a member is receiving benefits, he/she continues to receive full protection under the Retirement System and accrues service credit for retirement purposes.

B. College Coverage:

Those employees not enrolled in the State Universities Retirement System are covered by the College's long-term disability policy for both illness or accident after six (6) months' employment. After ninety (90) calendar days from the date of accident or illness, benefits are payable at the rate of fifty percent (50%) of basic salary to age sixty-five (65).

This policy also covers an employee before State Universities Retirement System benefits are available and after they have been completely expended.

Section 6: Liability Insurance

Illinois Central College carries liability insurance on its Board members and employees in accordance with the provision for indemnity insurance outlined in the Illinois Community College Act.

The College also has an excess blanket catastrophe liability policy which takes effect after the limits of liability in the general liability policy have been reached. Further information is available in the Controller/Treasurer's Office.

ARTICLE XXXII - continued

Section 7: Tax-Sheltered Annuities

Illinois Central College provides payroll deduction for tax-sheltered annuities on an individual basis. Arrangement for such deductions and subsequent payments should be made through the Payroll Office.

Section 8: Excess Life Insurance

Option to purchase individual excess term life insurance will be available to eligible employees through payroll deduction. Arrangements may be made through the Payroll Office.

Section 9: Retirees Insurance Participation

Health and accident insurance coverage will remain in effect for faculty members who retire at the age of fifty-five (55) or later and who have fulfilled requirements for retirement under the State Universities Retirement System. The retiree must reimburse the College for this premium. Unless the retiree is employed full-time elsewhere, this arrangement will remain in effect until the retiree no longer wishes to reimburse the College for the current premium or until the retiree is covered by the Medicare program. Those retirees not eligible to participate in the total Medicare program will be required to enroll in the Part B portion of the Medicare portion.

Section 10: Tuition Waivers

All full-time faculty who enroll in credit courses at the College will have their tuition waived.

Full-time employees of the College may not enroll as full-time students at Illinois Central College; therefore, the number of credit hours which may be taken must be fewer than twelve (12) during a regular semester and fewer than six (6) during a summer session.

Unemancipated children and husbands or wives of full-time faculty who have been employed by the College three (3) full years and who enroll in credit courses at the College will have their in-district tuition waived.

ARTICLE XXXIII

APPROVAL

This Agreement made and entered into this day: November 10, 1987

For the Faculty Forum ILLINOIS CENTRAL COLLEGE	For the Board of Trustees PUBLIC COMMUNITY COLLEGE DISTRICT NO. 514
Roger D. Herrimon President, Faculty Forum	W R Watson Chairman, Board of Trustees
Chairman, Faculty Forum Negotiating Committee	President, Illinois Central College
	Chairman, Board of Trustees Negotiating Committee

LETTER OF UNDERSTANDING

We, the undersigned, agree that this letter reflects the understanding at which we arrived in our recently concluded contract negotiations:

Within ninety (90) days after the signing of this agreement, the Vice President for Academic Affairs and the President of the Faculty Forum shall meet in order to form a committee to review Article XVI, Evaluation of Faculty. The committee composition shall be determined by the Vice President for Academic Affairs and the President of the Faculty Forum.

The committee will review Article XVI and make recommendations for changes, if any, and then refer those recommendations to the negotiating committee for inclusion in the contract and for implementation.

Roy J. Wright

Jerry Servie

008076

AGREEMENT

BETWEEN THE

BOARD OF TRUSTEES OF COMMUNITY COLLEGE

DISTRICT NO. 530, COUNTIES OF

WILLIAMSON, JACKSON, FRANKLIN, RANDOLPH AND PERRY

AND STATE OF ILLINOIS

JOHN A. LOGAN IAHE ASSOCIATION

FOR THE

1984-85, 1985-86 and 1986-87

ACADEMIC YEARS

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AGREEMENT

THIS AGREEMENT is entered into this _____ day of __________, 1984, by and between the BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 530, COUNTIES OF WILLIAMSON, JACKSON, FRANKLIN, RANDOLPH, AND PERRY, AND STATE OF ILLINOIS (hereinafter referred to as the "Board") and the JOHN A. LOGAN IAHE ASSOCIATION, affiliated with the ILLINOIS EDUCATION ASSOCIATION AND THE NATIONAL EDUCATION ASSOCIATION (hereinafter referred to as the "Association") and only applies to said parties.

WITNESSETH:

WHEREAS, the Board has voluntarily endorsed the practices and procedures of collective negotiations as a fair and orderly way of conducting its relations with its full-time teaching faculty members insofar as such practices and procedures are appropriate to the functions and obligations of the Board to retain the right to operate JOHN A. LOGAN COLLEGE effectively in a responsible and efficient manner and insofar as such practices and procedures are consonant with the paramount interests of the District and its residents;

WHEREAS, the Association has been chosen by a majority of the full-time teaching faculty members in the appropriate bargaining unit set forth in the Recognition Agreement as the bargaining representative in an election held on April 25, 1972.

WHEREAS, it is the intention of the parties to this Agreement to provide where not otherwise mandated by statute, for the salary schedule, fringe benefits and conditions of employment of the full-time faculty members covered by this Agreement, to prevent interruptions of work and interference with the efficient operation of JOHN A. LOGAN COLLEGE, and to provide an orderly and prompt method of handling and processing grievances;

NOW, THEREFORE, the parties agree with each other as follows:

ARTICLE I

Recognition and Representation

Section 1.1. Recognition and Recognition Agreement. The Board has recognized the Association as the sole and exclusive bargaining agent for all the full-time teaching faculty members in the appropriate bargaining unit and has entered into a Recognition Agreement with the Association under the date of April 18, 1972, a copy of which is attached hereto as Appendix A, which said Recognition Agreement shall be part of every agreement which may be in effect after April 18, 1972, between the Board and the Association.

Section 1.2. Meeting with Other Faculty Organizations. This Agreement shall not be construed to prevent the Board or any administrator from meeting with any employee or employee organizations, including the college council, representing full-time faculty members for the purpose of hearing the views and proposals of such employee or such employee organization, provided that as to those matters covered by this Agreement, no change or modification shall be made except through negotiation and agreement with the Association.

Section 1.3. Non-Discrimination. The Board and the Association agree to continue their established policies of prohibiting all forms of illegal discrimination. The Board shall not discriminate against any member of the bargaining unit because of membership in, or lack of membership in, or their participation in, or refusal to participate in the activities of the Association or its state or national affiliates.

ARTICLE II

Grievance Procedure

Section 2.1. Definition. A grievance is a difference of opinion with respect to the meaning or application of the specific terms of this Agreement.

Section 2.2. Procedures. It is desirable for an employee and the employee's supervisor to resolve problems through informal discussions. If, however, the informal process fails to resolve the issue, a grievance shall be processed as follows:

STEP 1: Any full-time teaching faculty member covered by this Agreement who has a grievance shall submit it in writing to the appropriate Dean or other person designated by the Board for this purpose. The grievance shall set forth in detail all relevant facts upon which it is based, the provision or provisions of the Agreement allegedly violated and the relief requested. The Dean or other person designated will discuss the grievance with the faculty member at a time mutually agreeable. A representative of the Association will be given the opportunity to be present at such meeting and, if requested by the faculty member, may represent the faculty member at the meeting. If no settlement is reached, the appropriate Dean or other person designated by the Board for this purpose shall give his written answer within ten (10) calendar days following the submission of the grievance.

STEP 2: If the grievance is not settled at Step 1 and the faculty member wishes to appeal the grievance, it shall be referred in writing within ten (10) calendar days after receipt of the answer at Step 1 to the Vice President of Instructional Services or his designee. The Vice President of Instructional Services or his designee shall discuss the grievance with the faculty member at a time mutually agreeable. A representative of the Association will be given the opportunity to be present at such meeting and, if requested by the faculty member, may represent the faculty member at the meeting. If no settlement is reached, the Vice President of Instructional Services or his designee shall give his written answer within ten (10) calendar days following their meeting.

STEP 3: If the grievance is not settled at Step 2 and the faculty member wishes to appeal the grievance, it shall be referred in writing within ten (10) calendar days after receipt of the answer at Step 2 to the President. The President or his designee (provided he has not been previously involved in Step 1 or Step 2) shall discuss the grievance with the faculty member at a time mutually agreeable. A representative of the Association will be given the opportunity to be present at such meeting and, if requested by the faculty member, may represent the faculty member at the meeting. If no settlement is reached, the President or his designee shall give his written answer within ten (10) calendar days following their meeting.

Section 2.3. Appeal to Board. If the grievance is not settled at Step 3, it may be referred in writing by the teacher or the Association within ten (10) calendar days after the receipt of the answer at Step 3 to the Board for possible review. If the Board, at its discretion, decides to review the grievance, the Board shall give its written answer within thirty (30) calendar days following the submission of the grievance to the Board.

Section 2.4. Binding Arbitration. Grievances not settled after being appealed by the teacher or the Association through all steps provided by the grievance procedure may be submitted for binding arbitration as provided for in the Illinois Revised Statutes, Chapter 48, Paragraph 1710, Section 10, (c). However, should legislation be adopted subsequent to the signing of this Agreement making binding arbitration optional or negotiable, then the portion of this Agreement dealing with binding arbitration shall become null and void, and Article II, Grievance Procedure, shall revert back to the wording of the 1981-84 Agreement. Should an individual faculty member wish to submit a grievance to binding arbitration under the above provisions against the wishes of the Association, the faculty member may do so; however, in such an instance, the portion of the cost that would have been borne by the Association shall be borne by the individual faculty member.

Section 2.5. Judicial Review. If an issue is submitted for binding arbitration, the decision of the arbitrator shall be final, and there will be no further appeal.

Section 2.6. Association Grievance. The Association shall have the right to file grievances as defined in Section 2.1. Association grievances shall be limited to the following two areas: (1) Those alleged violations of this Agreement relating directly to Association rights; (2) Those that relate to classes of full-time faculty members.

Section 2.7. Time Limits. Regardless of any informal discussion that may transpire, no grievance shall be entertained or processed unless it is submitted within twenty-one (21) calendar days after the first occurrence giving rise to the grievance. A grievance must be filed or appealed within the time limits set forth in this Article, or the grievance shall be considered settled on the basis of the last answer given. If the Board representative fails to give its answer within the time limits provided above, the grievance may be appealed to the next step within the time limit for an appeal to the next step. Time limits may be extended by written agreement between the parties.

Section 2.8. Withdrawal of Grievance. A grievance may be withdrawn with mutual consent of the parties at any level without establishing precedent.

Section 2.9. Filing of Materials. All records related to a grievance which has been resolved in favor of the faculty member shall be filed separately from the personnel files of the faculty member.

ARTICLE III

Salary, Rates of Pay, Assignment and Duties and Responsibilities

Section 3.1. Salary Schedule. The salary schedules for the 1984-85, 1985-86, and 1986-87 school year are set forth in Appendix B, B-1, and B-2.

The work experience increment of $470 as reflected in the 1984-85 and 1985-86, and $480 as reflected in the 1986-87 salary schedules shall be continued through the term of this Agreement.

The longevity step that was awarded to some faculty with the 1975-76 contract will be continued for the duration of this contract.

For faculty covered by this contract who are employed as of August 24, 1984, the rates of pay applicable to Sections 3.4, 3.5, 3.6, and 3.6-1 of this Agreement are set forth in Appendix B-3. Faculty covered by this contract who are employed after August 24, 1984, but before the termination of this contract will be compensated for work covered under Sections 3.6 and 3.6-1 at the rate they would have received had they been employed during the 1975-76 school year, adjusted for increases that other faculty, covered by this Agreement, have received.

Faculty covered by this contract who are employed after August 24, 1984, but before November 1, 1984, will be compensated for work covered under Section 3.4 and 3.5 at the rate they would have received had they been employed during the 1975-76 school year, adjusted for increases that other faculty, covered by this Agreement, have received. Faculty covered by this contract who are employed after November 1, 1984, will be compensated for work covered under Section 3.4 at the rate of $400 per equated hour and under Section 3.5 at the rate of $300 per equated hour.

Section 3.1-1. Cost of Living. The base salary for each vertical column of the 1985-86 and the 1986-87 salary schedules may be increased by a percentage of the previous year's base salary. The percentage to be used shall be calculated as follows:

Consumer Price Index	X% (if 8% or greater)
Less	6%
	Y%

$$\frac{Y\%}{2} = \text{Percentage Increase}$$

The Consumer Price Index to be used will be for the Greater Chicago Metropolitan Area (1967 equals 100 index, Urban and Clerical Workers--all items) obtained from the U. S. Department of Labor, Bureau of Labor Statistics, for the twelve month period through and including June 30, 1985, for the 1985-86 salary schedule, and June 30, 1986, for the 1986-87 salary schedule.

A cost of living adjustment will be awarded only in increments of a full percentage point. It is expected that no substantial change in the method of arriving at the Consumer Price Index will be made during the term of this Agreement. Should such a change occur, representatives of the Board will meet with faculty representatives for the sole purpose of arriving at an appropriate adjustment. This will be the only item discussed at said meeting.

Section 3.2. Thirty-nine (39) Week Salary Period. Salaries computed according to the attached salary schedule are for a thirty-nine (39) week period.

Section 3.3. Horizontal Salary Increments. All hours credited for horizontal salary increments through the master's degree must be in the teaching faculty member's field of study, occupational/vocational education (Vo-Tech faculty only), or in secondary education with a concentration in that field of study. In that case, the following guidelines used for "hours earned after obtaining a master's degree" will be followed.

Hours earned after obtaining a master's degree, which will be credited for horizontal salary increments, must be in the faculty member's teaching field or in one of the following programs of study.

(1) Higher Education
(2) Secondary Education
(3) Curriculum and Instruction
(4) Occupational Education

To receive credit for hours taken and/or degrees earned in one of these programs of study, the program must be approved by the Vice President of Instructional Services in advance of courses being taken. The Vice President will use the following guidelines in approving a faculty member's participation in one of these four programs of study which may be outside the faculty member's teaching field:

(1) The faculty member must be accepted into an advanced degree program of study at an accredited university or college.
(2) All hours for which credit is received must come from courses in the proposed program.
(3) All courses approved within the program of study for which salary credit will be received must be directly applicable to the improvement of the teaching act.

Courses taken prior to employment at John A. Logan College will not be considered for salary purposes after initial placement on the salary schedule has been established. Hours must be completed and transcripts on file in the office of the Vice President of Instructional Services by the beginning of the fall semester in order to be eligible for horizontal increment for the academic year in operation.

Section 3.4. Summer Teaching Salary. Faculty members covered by this Agreement will be compensated for teaching summer credit courses in accordance with Appendix B-3 for the 1985, 1986, and 1987 summer school periods. Adjustments to the rates shown in Appendix B-3 will be made for horizontal increments awarded in accordance with Section 3.3 and Section 3.8-E of this Agreement. The maximum load for all full-time faculty shall be 10 equated hours for each summer term. If the assignment of a summer class causes the instructor's assignment to exceed 10 equated hours, the overload summer assignment will not be made. Full-time faculty employed after November 1, 1984, will be compensated for teaching summer credit courses at the rate of $400 per equated hour. Summer teaching assignments will be offered to full-time teaching faculty before they will be offered to non-full-time teaching faculty.

Section 3.5. Extra Credit Courses. Faculty members covered by this Agreement will be compensated in accordance with Appendix B-3 for teaching extra credit courses. Adjustments to the rates shown in Appendix B-3 will be made for horizontal increments awarded in accordance with Section 3.3 and Section 3.8-E of this Agreement. The maximum load for all full-time faculty shall be 20 equated hours for each of the fall and spring semesters. If the assignment of an overload class causes the instructor's assignment to exceed 20 equated hours, the overload assignment will not be made. Extra credit courses will be offered to full-time teaching faculty before they will be offered to other teaching faculty. The Vice President of Instructional Services will place a listing of teaching assignments for faculty covered by this Agreement in the Learning Resources Center each semester. Full-time faculty employed after November 1, 1984, will be compensated for teaching extra credit courses at the rate of $300 per equated hour.

Section 3.6. Modified Instruction. Consistent with administration of College policy, faculty members covered by this Agreement will be compensated in accordance with Appendix B-3 for each equated hour generated. Adjustment to the rates shown in Appendix B-3 will be made for horizontal increments awarded in accordance with Section 3.3 and Section 3.8-E of this Agreement. Participation in the program will be at the complete option of the instructor.

Section 3.6-1. Independent Study. Consistent with administration of College policy, faculty members covered by this Agreement will be compensated in accordance with Appendix B-3 for each equated hour generated. Adjustment to the rates shown in Appendix B-3 will be made for horizontal increments awarded in accordance with Section 3.3 and Section 3.8-E of this Agreement. Participation in the program will be at the complete option of the instructor.

Section 3.6-2. Non-Traditional Teaching. Consistent with administration of College policy, faculty members covered by this Agreement will be compensated at the rate of $250 per semester hour plus $20 per student above the assigned class maximum for teaching courses by non-traditional teaching mode. Participation in the program will be at the complete option of the instructor.

Section 3.7. Initial Placement on Salary Schedule. No more than ten (10) years of outside, full-time experience will be allowed for initial placement on the salary schedule.

Section 3.8. Policy Governing Compensation for Vocational Technical Education Faculty.

A. Compensation of the One Hundred Thirty-six Dollars ($136.00) will be authorized for each of the courses listed below that are successfully completed unless these courses are part of either a bachelor's or master's degree recognized for salary purposes. In that instance, the instructor will not be compensated additionally for completing these courses unless the instructor received the additional compensation for one or more of these courses during the 1971-72 academic year. If an instructor received the additional compensation mentioned above for one or more of the said courses for the 1971-72 academic year, even though the said course or courses was completed as part of either a bachelor's or master's degree recognized for salary purposes, that instructor shall be entitled to the additional compensation mentioned above for that course or these courses.

1. Methods of Teaching (in specialty area.)
2. Student Teaching or Internship (in specialty area.)
3. Selection and Organization of Subject Matter Materials (in specialty area.)
4. Philosophy of Vocational-Technical Education.

Likewise, compensation of One Hundred Thirty-six Dollars ($136.00) will be authorized for each unit of two thousand (2,000) hours of approved work experience completed up to a maximum of three (3) units or six thousand (6,000) hours, in accordance with Appendix C-1 attached hereto.

B. After being granted the master's degree, the instructor may advance horizontally on the salary schedule by receiving additional college credit or by obtaining additional approved work experience. Additional approved work experience is limited by, and must conform to, the provisions of Appendix C-2 attached hereto and incorporated herein by reference. An instructor may earn a maximum of 56 semester hours beyond the master's degree through college credit and/or approved work experience.

C. Sixty (60) hours of approved work experience will be equated to one semester hour of college credit. Eight (8) semester hours of equated college credit will award the instructor one horizontal increment on the salary schedule.

D. Work experience will be approved prior to the instructor beginning this experience by the Dean for Vocational-Technical Education and the Vice President for Instructional Services.

E. Written verification of approved work experience must be on file in the office of the Dean for Vocational-Technical Education by the beginning of the fall semester in order to be eligible for a horizontal increment for the academic year in operation.

Section 3.9. Employment Contracts. The employment contracts which are issued to the full-time faculty members covered by this Agreement shall conform with the employment contract which is attached hereto as Appendix D and incorporated herein by reference.

Section 3.10. Payroll. The Treasurer of the Board of Trustees shall make regular payroll disbursements and issue the payroll for the full-time teaching faculty members covered by this Agreement on the fifth day of each month with the cut-off date for the payroll being the last day of each month, provided that the Treasurer has the discretion, if the need arises, to change the foregoing date. Full-time teaching faculty members may elect to receive their annual pay over ten pay periods provided that formal written notice of such election shall be filed with the College Vice President of Business Services prior to August 24. This election shall remain in effect until formal written notice of change is filed with the College Vice President of Business Services prior to August 24 of any year.

Section 3.11. Payroll Deduction of Association Dues. The full-time teaching faculty member may authorize dues deduction by presenting an authorization card to the Vice President for Business Services on or before August 24. The amount of the Association dues will be prorated and deducted from the paychecks in September, October, November and December. Such authorization shall remain in effect until such time as written notification is received to terminate the deduction.

Section 3.11-1. Non-Member Fair Share Payments. Non-members covered by this Agreement will be required to pay to the Association a fair share fee for services rendered as provided for by state law (Chapter 48, Paragraph 1711, Section 11, Illinois Revised Statutes).

Section 3.12. Full-Time Teaching Faculty Assignment. The assignment of a full-time teaching faculty member covered by this Agreement shall consist of thirty (30) equated hours over two semesters. For the purpose of determining teaching load, laboratory or other comparable teaching arrangements will be equated to three-fourths (3/4) of a lecture hour.

The placement and supervision of student work experience will be equated as follows:

Teaching Credit for Placement of Students

Number of Students	Credits
1 to 8	1
9 to 16	2
17 to 24	3
25 to 32	4
33 to 40	5
41 to 48	6

Teaching Credit for Supervision of Students

Number of Students	Credits
1 to 4	1
5 to 8	2
9 to 12	3
13 to 16	4
17 to 20	5
21 to 24	6
25 to 28	7
29 to 32	8
33 to 36	9
37 to 40	10

Section 3.13. Duties and Responsibilities. Each full-time teaching faculty member covered by this Agreement shall have the duty and the responsibility to:

A. Teach classes assigned by the appropriate Dean and/or Vice President for Instructional Services consistent with stated course objectives.

B. Serve as an academic advisor.

C. Serve on various standing and ad hoc committees and attend faculty meetings as required.

D. An instructor will find that he/she needs time for scheduled classes, student conferences, office hours, library work, and other responsibilities connected with his/her assignment. Each instructor will post and maintain regular office hours in proportion to his/her teaching assignment. Instructors will maintain one posted office hour per week per academic term for each 1.5 equated lecture hours of his/her assignment and one posted office hour per academic term for each two laboratory equated hours of his/her teaching assignment.

E. Consistent with his/her rights as a private citizen, observe, support, and enforce the regulations and policies of the college.

F. Represent the college creditably with respect to its activities.

G. Assist in the promotion of student activities and clubs as well as voluntarily sponsor clubs.

H. Fulfill all terms of his/her contract unless through mutual agreement between the college and the individual, an exception is arranged.

I. Perform other appropriate professional duties (e.g. recruitment, administer proficiency examinations, curriculum design and departmental development) as assigned by a Dean or Vice President of Instructional Services.

J. Strive to substitute teach for an instructor who is absent when assigned by the appropriate Dean or Vice President of Instructional Services.

ARTICLE IV

Insurance, Fringe Benefits and Other Conditions of Employment

Section 4.1. Group Hospitalization Insurance. The group hospitalization insurance plan in effect at the time this Agreement is executed shall be continued for the term of the Agreement, and the Board will pay 88 percent of the cost of the premium for single and/or dependent coverage for full-time teaching faculty members covered by this Agreement; provided, however, the Board retains the right to change insurance carriers as long as the level of benefits remains substantially the same.

Section 4.1-1. Group Hospitalization for Retired Teachers. Faculty members covered by this Agreement who retire directly from active full-time employment at the College can be covered under the group health insurance plan of the College. The Board will pay 50 percent of the individual rate for the retiree if he/she has completed 10 years of continuous service at the College and 100 percent of the individual rate for the retiree if he/she has completed 20 years of continuous service at the College. Faculty members currently retired who are covered by the group health insurance plan as of August 24, 1981, shall have 50 percent of the individual rate paid by the Board.

Section 4.2. Group Life Insurance. The Board will pay 88 percent of the cost of the premium for a Ten Thousand Dollar ($10,000.00) convertible term group life insurance policy for each full-time teaching faculty member covered by this Agreement.

Section 4.3. Group Dental Insurance. The Board agrees to pay 88 percent up to a maximum of $200 per fiscal year towards the cost of a group single or family dental plan for each faculty member covered by this Agreement. Although the specific benefits to be covered under such a plan have not as yet been established, an effort will be made to obtain the maximum benefits for the premium paid.

Section 4.3-1. Group Dental Insurance for Retired Teachers. Faculty members covered by the Agreement who retire directly from active, full-time employment at the College can be covered under the group dental insurance plan of the College. The Board will pay 50 percent of the individual rate for the retiree if he/she has completed 10 years of continuous service at the College and 100 percent of the individual rate for the retiree if he/she has completed 20 years of continuous service at the College. Faculty members who were retired as of August 24, 1981, may elect to be covered by the group dental insurance plan and shall have 50 percent of the individual rate paid by the Board.

Section 4.4. Personal Leave. Each full-time teaching faculty member covered by this Agreement shall be entitled to two (2) full days or four (4) half days of personal leave for the 1984-85, 1985-86, and 1986-87 academic years upon notifying the appropriate Dean or Vice President of Instructional Services at least twenty-four (24) hours in advance, if possible. Personal leave shall not accumulate from one academic year to the next; however, those faculty not using their personal leave days will be compensated at the rate of $20 for each day not used.

Section 4.5. Sick Leave. Each full-time teaching faculty member covered by this Agreement shall be entitled to ten (10) days of sick leave per year, accumulative up to and including one hundred eighty (180) days. Sick leave shall be interpreted to mean personal illness, quarantine at home or serious illness or death in the immediate family. Immediate members of a family shall mean husband, wife, son, daughter, mother, father, brother, sister, or corresponding in-law. Medical certification will be required if six (6) or more consecutive days are missed.

Section 4.6. Sick Bank. If a faculty member has exhausted his/her accumulated sick leave, each employee covered by the terms of this contract shall contribute 1 day of his sick leave allowance to a common bank to be administered by the Association.

Employees who have exhausted their accumulated personal sick leave allowance may make reasonable withdrawals subject to the following restrictions:

1. The Association shall retain the power to determine the validity of any requests for withdrawals from the bank and to reject any such requests. The Association shall require medical certification from a competent physician prior to awarding any withdrawals from the bank and a copy of such shall be placed in his/her payroll file.
2. No individual shall be allowed to withdraw in excess of 30 days from the bank during any one academic year.
3. No more than 100 days will be used in this manner by all faculty members during any one academic year. Unused sick days will remain in the bank and no additional sick days will be contributed to the sick bank until all remaining days are utilized.

Section 4.7. Maternity Leave. Upon request to the President, certifying pregnancy, a full-time teaching faculty member covered by this Agreement shall be granted a maternity leave without pay for a period not to exceed one (1) year. The length of such leave shall be established with the mutual agreement of the administration and the employee requesting such leave. Insofar as possible, a maternity leave shall commence at the beginning of the fall or spring semester. Any such faculty member on maternity leave should return only at the beginning of the fall or spring semester.

Section 4.8. Sabbatical Leave. A sabbatical leave for study and research may be granted by the Board of Trustees on the recommendation of the President to a full-time faculty member covered by this Agreement who has completed seven (7) years of full-time continuous service with the College. This sabbatical leave shall be in recognition of significant service to the College and will be granted for one semester at full salary or for two consecutive semesters at one-half (1/2) salary.

GUIDELINES

The following guidelines will be used in administering Sabbatical Leave:

1. Any applicant interested in taking advantage of this section of the contract must make application in writing to the appropriate Dean or Vice President of Instructional Services no later than December 15 of the academic year preceding the year in which the leave is desired. Faculty members may apply for mini-sabbaticals at any time during the academic year, as long as sabbatical leave funds are available. The application in writing must include:

    a. The applicant's past service to the College.

    b. What the applicant proposes to do while on sabbatical.

    c. How the proposed project will benefit the College.

2. Because the institution is making an investment in the person, the person will be expected to return to John A. Logan College to work for two years. If the person should leave the College before the two-year period is over, he/she will be expected to return a proportionate amount of money the person was paid while on sabbatical to the institution (i.e., if the person worked one year, he/she would repay one-half the amount).

3. There will be a minimum of two teaching faculty or one percent of the institution budget, whichever is greater, designated for this purpose.

4. A faculty member awarded a sabbatical leave will be entitled to at least one step advancement upon return. If at least one horizontal step is not achieved, a vertical step on the salary schedule will be awarded. An individual will not be entitled to both a horizontal and vertical advancement as a result of a sabbatical leave.

5. After applications for sabbaticals are received from the faculty, they will be processed by a committee which will make its recommendations to the President of the College who will then make recommendations to the Board of Trustees. This committee shall be composed of the Dean for Vocational-Technical Education, one faculty member selected by the faculty from each of the two respective divisions, and the current president of the Logan IAHE chapter. This committee will be chaired by the Vice President of Instructional Services.

6. A full-time teaching contract will be awarded to faculty members while on sabbatical.

7. Mini-sabbatical

   a. In lieu of awarding full sabbaticals, the sabbatical committee may recommend that a like amount of funds be used for programs such as mini-sabbaticals for which faculty members may apply.

   b. Mini-sabbaticals may be granted by the President of the College on the recommendation of the sabbatical committee.

Section 4.9. Other Leaves. Request for military leave shall be granted in accordance with the terms of the Selective Service Act. A full-time teaching faculty member covered by this Agreement with a minimum of four (4) years continuous service may be granted a leave of absence without salary or credit for experience for a period not to exceed one (1) year for the purpose of professional improvement. Such a leave of absence is subject to the approval of the President.

Section 4.10. Insurance During Leave. The Board will continue to pay its proportionate share of group hospitalization insurance and/or group life insurance and/or group dental insurance for any full-time teaching faculty member covered by this Agreement during the term of an authorized leave of absence or sabbatical leave, if the said full-time teaching faculty member was enrolled in any or all of these insurance programs prior to leave.

Section 4.11. Travel Pay. Requests for travel pay are subject to the approval or disapproval of the President or his designated representative. All requests for travel pay must be consistent with budgeted funds for travel purposes.

Travel budgets for 1984-85, 1985-86, and 1986-87 will be established on the basis of $200 per full-time faculty member. Faculty members not intending to use funds budgeted must agree in writing to the use of such funds by other faculty before they will be released. Unused amounts may be allocated to other teaching faculty for travel; however, in no case will a faculty member be allowed to use more than a total of $400 for travel. Travel pay, where approval is received in advance, shall be paid on the following basis:

A. Necessary travel by private automobile shall be reimbursed consistent with College travel policy.

B. Full reimbursement for necessary food and lodging incurred during travel.

C. Receipts are required for lodging and public transportation expenses.

D. Expenses are to be reported on the College expense voucher.

E. Registration fees for conferences, seminars, and workshops when approved will be reimbursed.

Section 4.12. Holidays. The following shall be the established holidays of the College:

New Years Day
Martin Luther King's Birthday
Lincoln's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

When any of the above days fall on a Saturday, the preceding Friday shall be observed; when they fall on a Sunday, the following Monday shall be observed as a holiday. If, in case of an emergency, it should appear to be in the best interest of the College to declare additional holidays, it shall be the duty of the President to make such declaration and notify faculty accordingly.

Faculty members covered by this Agreement will not be required to be on campus when classes are not in session during the Thanksgiving, Christmas, and spring breaks. Faculty members may be required to be present on campus three (3) to five (5) week days prior to the start of each academic term.

If events should occur, such as snow or other acts of God which cause the College to not hold classes as scheduled, faculty members may be required to teach, without additional compensation, beyond the term of the contract if necessary to complete the required number of days of instruction.

Section 4.13. Board Paid Retirement. The Board agrees to pick up the normal, additional and survivors insurance contributions required by Section 15-157 and 158 of the Illinois Pension Code. The contributions so picked up shall be treated as employer contributions in determining tax treatment under the United States Internal Revenue Code.

In accordance with the Illinois Pension Code, the Board will pick up these contributions by a reduction in the contract salary as shown in Appendix B, B-1, and B-2 for the term of this Agreement.

Should any court of competent jurisdiction rule or the Internal Revenue Service or the Illinois State University System rule that said contributions picked up by the Board are taxable and/or prohibited, then any money due, including interest and penalities, should be the responsibility of the individual employee and/or John A. Logan IAHE Association and/or the IAHE Association.

ARTICLE V

General Provisions

Section 5.1. Authorization to Bind Board. No action, statement, agreement, settlement, or representation by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Board unless and until the Board agrees thereto in writing.

Section 5.2. Access to Information. The Board shall make available to a representative of the Association upon its reasonable request and within a reasonable time thereafter, information concerning the professional staffing and financial resources of the institution, including but not limited to: annual financial reports and audits; budget; agendas and minutes of all public Board meetings and all attachments thereto at the time of distribution to the Board; treasurer's reports; and names and addresses and position on [illegible]y schedule of all professional personnel in the bargaining unit. It is understood that this shall not be construed to require the Board to compile information and statistics in the form requested not already compiled in that form, unless mutually agreeable, and that no information will be made available that would violate an individual's right to privacy.

Section 5.3. Meeting with Administration. At the request of either party, the College President or his designee and the Association President or his designee shall meet at a mutually agreed upon time and place to discuss matters of mutual interest.

Section 5.4. Academic Freedom. Within the scope of his duties and responsibilities, the JOHN A. LOGAN COLLEGE faculty member, as a citizen and member of a learned profession, has both the right and obligation to adequately investigate and present to his students the available information pertaining to a given question. It is the responsibility of the faculty member to identify his own personal persuasion on controversial issues, should they arise in the course of relevant discussion.

Outside the college realm, faculty members speak and write as citizens and should be free from institutional censorship or discipline. The faculty member recognizes, however, that the public may judge his profession and institution by his remarks, both oral and written. Therefore, he should at all times be accurate, should show respect for the opinion of others, and should make every effort to indicate that he communicates as an individual citizen, not as an institutional spokesman.

The Board of Trustees recognizes its responsibility to encourage the search for and analysis of knowledge and to protect the academic freedom of its faculty and students to pursue such search and analysis.

ARTICLE VI

Terms of Appointment

Section 6.1. Non-Tenured Appointments.

A. Definition. A non-tenured appointment is defined as an appointment to the faculty for one (1) year or until the end of the academic year in which the appointment is made. Non-tenured appointments are subject to renewal by the Board on a year-to-year basis.

B. Terms and Conditions. A non-tenured faculty member will be notified annually in writing 60 days prior to the end of the school year or its equivalent of whether his appointment has been renewed, unless budgetary considerations beyond the control of the institution preclude such notice. If his appointment is renewed, a non-tenured faculty member will be notified annually in writing of the terms and conditions of employment, unless budgetary considerations beyond the control of the institution preclude such notice. Any non-tenured faculty member whose appointment has been renewed and who does not signify in writing his acceptance of the notice of the terms and conditions of employment within thirty (30) days following receipt of same shall be deemed to have refused said appointment.

C. Non-Renewal of Appointment. Non-tenured appointments are for one year and place no obligation on the Board for renewal. Upon request, a non-tenured faculty member will be informed of the reasons for non-renewal. If the Board terminates a non-tenured appointment, any salary payment or adjustment extending beyond the date on which the Board terminates such appointment shall be at the sole discretion of the Board.

D. Dismissal. Non-tenured faculty members are subject to dismissal for adequate cause during the term of their appointment. Upon request, a non-tenured faculty member will be informed of the reason or reasons for dismissal. If the Board terminates a non-tenured appointment, any salary payment or adjustment extending beyond the date on which the Board terminates such appointment shall be at the sole discretion of the Board. Any faculty member being terminated will be provided due process to which they are entitled under current Illinois law.

Section 6.2. Tenured Appointments.

A. Definitions.

1. Tenure. Tenure is defined as continuous contractual employment granted a faculty member.
2. Faculty Member. Faculty member is a full-time employee of the District (hired by the Board) regularly engaged in teaching or academic support services, but excluding supervisors, administrators, and clerical employees. No person employed by the Board shall be considered as being "regularly engaged in teaching or academic support service" whose salary is derived from

a private, state or federal grant or contract.

a. Regularly Engaged - at John A. Logan College is defined as a professional employee engaged by contract on a full-time basis for a minimum term of the school year. No person employed by the Board shall be considered as being "regularly engaged in teaching or academic support service" whose salary is derived from a private, state or federal grant or contract.

b. School Year - shall mean a regular academic year or its equivalent, excluding summer school. School year is synonymous with the academic calendar of the college.

c. Term - means a term within a school year, which is a 16-week academic semester at John A. Logan College.

d. Notice - means a written notice delivered in person or deposited in the U. S. mail by certified or registered mail, postage pre-paid, addressed to the faculty member's last known address.

    (1) All faculty members are required to notify the college of any change in their address.

    (2) Notices, when required, should be given in person whenever possible.

e. Arbitration Organization - at John A. Logan College means the American Arbitration Association, Regional Office, 180 North LaSalle Street, Room 1025, Chicago, Illinois 60601, telephone (312) 346-2282.

f. Competent to Render - at John A. Logan College means that a faculty member, except in such subjects and fields in which college programs are not normally available or in which the work experience and related training is the principal teaching medium, as stated below, must have a bachelor's degree and five (5) years of full-time experience (at least half of the experience being in the discipline which he or she is employed to teach) or a master's degree, or its equivalent, in the teaching field.

Subjects and fields in which John A. Logan College has determined that college programs are not normally available or in which the work experience and related training is the principal teaching medium are listed below:

Subject or Field	Competent to Render
Practical Nursing	Bachelor's Degree in Nursing
Associate Degree Nursing	Bachelor's Degree in Nursing
Dental Assisting	Certified Dental Assistant or Dental Hygienist
Welding	Three Years of Experience as a Welder
Automotive	Three Years of Experience as a Mechanic
Diesel	Three Years of Experience as a Mechanic
Drafting	Bachelor's Degree in Industrial Arts or Drafting or Occupational Education
Cosmetology	Licensed by the Department of Registration and Education to Teach Cosmetology
Child Care	Bachelor's Degree in Home Economics or Early Childhood Education
Human Services	Bachelor's Degree in Social Work or Sociology or Psychology

B. Eligibility. Any faculty member who has been employed full-time in the District as a faculty member, as defined in Board Policy 5112, for a period of three (3) consecutive school years shall enter upon tenure unless dismissed as lawfully provided. However, the Board may at its option extend the period for one (1) additional school year by giving the faculty member lawful notice not later than 60 days before the end of the school year in which tenure would otherwise be conferred.

C. Procedure. Tenure recommendations shall be initiated by the appropriate Dean and shall be submitted in writing to the Vice President of Instructional Services, who, in turn, shall make his recommendations to the President for his review and recommendation to the Board.

D. Terms and Conditions. Full-time faculty on tenure enjoy continuous employment subject to dismissal for adequate cause. Tenured faculty members will be notified annually, in writing, sixty (60) days prior to the end of the school year or its equivalent of the terms and conditions of employment for the next academic year, unless budgetary considerations beyond the control of the institution preclude such notice. Any faculty member who does not signify in writing his acceptance of the notice of the terms and conditions of employment within thirty (30) days following receipt of same shall be deemed to have resigned and his tenure shall expire automatically and without notice.

A list of full-time faculty members whose contracts have been signed and returned will be maintained in the President's Office and will be available during normal working hours for inspection by an authorized representative of the Association for the purpose of reminding those faculty who have not returned their contract.

E. Expiration. Tenure shall expire automatically and without notice as of June 30 in the academic year in which the faculty member reaches seventy (70) years of age.

F. Dismissal. Tenured faculty members are subject to dismissal for adequate cause. Adequate cause shall include and is limited to:

1. Incompetency;
2. Immorality;
3. Negligence;
4. Retrenchment; (see VI, Section 6.2, H)
5. Participation in any interruption of the operations of the College which is illegal or in violation of any contractual commitment; and
6. Whenever, in the Board's opinion, the legitimate educational interests of the College would be adversely affected by the continued employment of a faculty member.

G. Dismissal Procedures. Dismissal of tenured faculty members shall be in accordance with State law.

H. Retrenchment. Notwithstanding anything to the contrary, if the dismissal results from the decision of the Board to decrease the number of teaching faculty members employed by the Board or to discontinue some particular type of academic service, notice shall be given the faculty member as soon as practicable, but at least sixty (60) days before the end of the school term, together with a statement of honorable dismissal and the reason therefore, and in all such cases the Board shall first dismiss all teaching faculty members who have not entered into continued contractual service before dismissing any teaching faculty member who has entered into continued contractual service and who is competent to render services currently being rendered by a teaching faculty member who has not entered into continued contractual service.

If all teaching faculty members who have not entered into a continued employment contract who are competent to render the services in question have been dismissed, the following criteria in the order stated shall be used in determining which teaching faculty member holding a continuing employment contract shall be dismissed by the Board for retrenchment purposes.

1. The full-time teaching faculty member with the fewest number of years of full-time experience at John A. Logan College.
2. The full-time teaching faculty member having signed his initial full-time contract with John A. Logan College at the latest date.
3. The full-time teaching faculty member having the least full-time teaching experience before coming to John A. Logan College.
4. The full-time teaching faculty member with the least academic preparation according to the number of hours which they are receiving credit on the salary schedule.

If the Board, within one (1) calendar year thereafter, increases the number of full-time teaching faculty members or reinstates the position so discontinued, the positions thereby becoming available shall be tendered to those full-time teaching faculty members so removed or dismissed so far as they are qualified to hold such positions.

ARTICLE VII

Board Rights

Section 7.1. Board Authority. The Board, on behalf of the electors of the district, retains and reserves the ultimate responsibilities for proper management of the College District conferred upon and vested in it by the Statutes and the Constitution of the State of Illinois, and the United States, including, but not limited to, the responsibilities for and the right:

1. To maintain executive management and administrative control of the College District and its properties and facilities and the professional activities of its employees as related to the conduct of College affairs;
2. To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;
3. To establish courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
4. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to current written Board policy or as the same may from time to time be amended;
5. To determine class schedules, non-classroom assignments, the hours of instruction, and the duties, responsibilities and assignments of those in the bargaining unit.

Section 7.2. Board Responsibilities. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

ARTICLE VIII

Entire Agreement

This Agreement supersedes and cancels all previous agreements (except the Recognition Agreement entered into by the parties on April 18, 1972), verbal or written or based on alleged past practices between the Board and the Association, and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE IX

Savings

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE X

Term of Agreement

This Agreement shall be effective on the ______________ day of ______________, 1984, and shall remain in full force and effect until the completion of the summer term for the 1986-87 academic year.

IN WITNESS WHEREOF, the parties have hereunto set their hands this

_____ day of _____________, 1984.

BOARD OF TRUSTEES
COMMUNITY COLLEGE DISTRICT NO. 530
COUNTIES OF WILLIAMSON, JACKSON,
FRANKLIN, PERRY, RANDOLPH, AND STATE
OF ILLINOIS

BY______________________________
Harold O'Neil, President

BY______________________________
W. Campbell Brown, Secretary
Board of Trustees

JOHN A. LOGAN IAHE ASSOCIATION

BY______________________________
Helen Nall, President

BY______________________________
Secretary

RECOGNITION AGREEMENT

THIS AGREEMENT is entered into this 18th day of April, 1972, by and between the BOARD OF TRUSTEES OF JUNIOR COLLEGE DISTRICT NO. 530, COUNTIES OF WILLIAMSON, JACKSON, FRANKLIN AND PERRY, AND STATE OF ILLINOIS (hereinafter referred to as the "Board") and the JOHN A. LOGAN IAHE ASSOCIATION, affiliated with the ILLINOIS EDUCATION ASSOCIATION and the NATIONAL EDUCATION ASSOCIATION (hereinafter referred to as the "Association"), and only applies to said parties.

WITNESSETH:

WHEREAS, the Board has voluntarily endorsed the practices and procedures of collective negotiations as a fair and orderly way of conducting its relations with its full-time teaching faculty members insofar as such practices and procedures are appropriate to the functions and obligations of the Board to retain the right to operate John A. Logan College effectively in a responsible and efficient manner and insofar as such practices and procedures are consonant with the paramount interests of the District and its residents;

WHEREAS, the Association claims to represent a majority of the full-time teaching faculty members in the appropriate bargaining unit set forth in Paragraph 1 of the Agreement; and

WHEREAS, the Board has agreed to recognize the Association as the sole and exclusive bargaining agent for said full-time teaching faculty members if a majority of said members, voting in a secret ballot election conducted pursuant to this Agreement, designates the Association as their sole and exclusive bargaining agent;

NOW, THEREFORE, it is agreed as follows:

1. Appropriate Bargaining Unit. The appropriate bargaining unit shall include all full-time teaching faculty members employed by the Board, but excluding the President, Assistant to the President, Business Manager, Deans, Associate Deans, Directors, Counselors, Librarians, part-time employees, supervisors as defined in Section 2 (11) of the National Labor Relations Act, all other professional personnel and all non-teaching personnel employed by the Board. The term "full-time teaching faculty member" shall mean a faculty member with a full-time teaching faculty member employment contract and who is under contract for at least three (3) quarters in one academic year.

2. All of the full-time teaching faculty members employed as of April 18, 1972, shall be eligible to vote in the secret ballot election hereinaf provided for.

3. A ballot shall be prepared, a sample of which is attached hereto and made a part hereof. The ballot shall include the following statement: "Do you wish to be represented for the purposes of collective bargaining by the John A. Logan IAHE Association?" A "YES" and "NO" square shall be provided.

4. The election provided for herein shall be conducted by the American Arbitration Association, which shall have charge of and make provisions for said election, not inconsistent with the provisions set forth herein, canvass the vote and certify the result thereof.

5. The election shall be held on April 25, 1972, between the hours of 8:00 A.M. and 12:00 noon. The polling place shall be Board Conference Room. Physical arrangements for voting shall be determined by mutual agreement, or in the absence of mutual agreement, by the American Arbitration Association.

6. If the Association receives votes from a majority of those eligible to vote, the American Arbitration Association shall certify the Association as the sole and exclusive bargaining unit for the full-time teaching faculty members in the appropriate bargaining unit. If the Association fails to receive such a majority, the American Arbitration Association shall certify the results thereof. In such event, the Association agrees it will not make any requests or demands for recognition for a period of at least two years following the date of the election.

7. The costs of the service provided by the American Arbitration Association shall be borne solely by the Association.

8. If the Association is certified as the sole and exclusive bargaining agent, the parties agree to meet at reasonable times to negotiate salaries, fringe benefits and other employment conditions of the full-time teaching faculty members covered by this Agreement for the 1972-73 academic year. The term "academic year" shall commence with the Fall quarter, and shall include the immediately following Winter, Spring and Summer quarters. Both parties shall have the right to designate their respective representatives for the purposes of such negotiations and neither party will attempt to exert any control over the selection of the other party's representatives.

9. Matters Excluded from Negotiations. The parties recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the operation of John A. Logan College, that the Board must operate in accordance with all statutory provisions of the State of Illinois and such other rules and regulations promulgated in accordance with such statutes, and that the Board cannot reduce, negotiate, or delegate said legal responsibilities. It is further agreed that the organizational strucure of the College shall not be subject to negotiations.

10. Impasse procedure. If the Board or its representatives and the Association reach an impasse in discussions, either the Board or the Association may request the Federal Mediation and Conciliation Service to provide a mediator to assist the parties in reaching an agreement.

11. Non-Discrimination. Membership in the Association or any other employee organization or association shall not be a condition of employment for any full-time teaching faculty member covered by this Agreement. The Association agrees not to interfere with the right of the full-time teaching faculty members covered by this Agreement to become or not become members of the Association and there shall be no discrimination against any such faculty members covered by this Agreement because of Association membership or non-membership.

12. Non-Interruption of Work. Neither the Association or any of the full-time teaching faculty members covered by this Agreement will instigate, promote, sponsor, engage in or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations (including but not being limitec to picketing) of John A. Logan College regardless of the reasons for so doing. Any or all faculty members who violate this provision may be terminated or otherwise disciplined by the Board.

The Association recognizes that all full-time teaching faculty members who hold a position of office or committeeman of the Association occupy a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this agreement. To this end, the Association will keep the Board advised of the names of full-time teaching faculty members holding the various offices and positions mentioned, and will promptly advise the Board of any changes therein. Further, the Association agrees to notify all Association officers and committeemen of their obligation and responsibility for maintaining compliance with this paragraph, including

(a) Their responsibility to be personally familiar with the provisions of this agreement and to abide by them;

(b) Their responsibility to abide by the provisions of this agreement by remaining at work during any interruption which may be initiated by others; and

(c) Their responsibility, in event of breach of this agreement by other full-time teaching faculty members and upon the request of the Board, to encourage full-time teaching faculty members violating this agreement to return to work.

Each Association officer and committeeman shall sign an acknowledgment of these responsibilities upon request of the Board or its representatives.

13. Redetermination of Association's Majority Status. Recognition by the Board of the Association as the exclusive bargaining agent shall continue for a period of one (1) year or the term of an agreement negotiated pursuant to the provisions of this Agreement, whichever occurs later, provided that no sooner than 90 days, nor later than 60 days prior to the expiration of said one (1) year period, or the expiration date of an agreement negotiated pursuant to the provisions of this Agreement, whichever occurs later, the Board or any employee organization may request a new determination of the majority status of the Association. Such request may be made by the Board if it has received written notice from at least 30 percent of the full-time teaching faculty members in the bargaining unit, as defined in Paragraph 1 of this Agreement, stating that they no longer desire to be represented for the purposes of collective bargaining by the Association. Such request may be made by any employee organization by submitting to the Board the signatures of at least 30 percent of the full-time teaching faculty members in the bargaining unit, as defined in Paragraph 1 of this Agreement, authorizing and designating it to represent the employees as the sole and exclusive bargaining representative for the purposes of collective negotiations. To be valid, signatures must be no more than three months old.

Within 10 school days of the timely receipt of such requests by the Board, the Board or its representatives will meet with the Association, and with the petitioning organization, if any, for the purpose of determining and certifying the validity of the signatures, establishing the rules, date, time and conduct of a secret ballot election, the responsibility for paying the costs, and certifying the results of such election. The election shall be decided by a majority of those eligible to vote.

The election shall be conducted by the American Arbitration Association and the American Arbitration Association shall decide any election matter unresolved by the parties.

14. Savings Clause. None of the foregoing shall be construed as requiring either party to do anything inconsistent with federal or state law.

15. Incorporation of Agreement. This Agreement shall be part of every agreement which may be in effect hereafter between the Board and the Association.

Executed this 18th day of April, 1972.

BOARD OF TRUSTEES OF JUNIOR
COLLEGE DISTRICT NO. 530,
COUNTIES OF WILLIAMSON,
JACKSON, FRANKLIN AND
PERRY, AND STATE OF ILLINOIS.

BY
Nathan A. Ivey, President
John A. Logan College

BY Norman K. Myers
Norman K. Myers, Secretary
Board of Trustees

JOHN A. LOGAN IAHE
ASSOCIATION

BY C. Denny Freese
C. Denny Freese, President

BY Katherine Derbak
Katherine Derbak, Secretary

OFFICIAL SECRET BALLOT

Do you wish to be represented for the purposes of collective bargaining by:

THE JOHN A. LOGAN IAHE ASSOCIATION

MARK AN "X" IN THE SQUARE OF YOUR CHOICE

YES	NO
☐	☐

DO NOT SIGN THIS BALLOT. Fold and drop in ballot box. If you spoil this ballot return it to the Election Agent for a new one.

JOHN A. LOGAN COLLEGE
Carterville, Illinois 62918

FULL TIME TEACHING FACULTY

Autry, Donald C.

Bechtel, Jerry L.

Blakely, Helen

Boehne, Don P.

Chiodini, Beatrice

Derbak, Katherine

DeSoto, Jerry D.

Everingham, Shirley

Fell, J. Bruce

Freese, C. Denny

Garrison, Carol

Gayer, Bill T.

Gold, Beverly

Greenlee, Kenneth L.

Hall, Ronald D.

Hill, Shirley A.

Jackson, William C.

Kent, Gary

Klein, Rachel

Kuruc, John L.

Landes, Robert R.

McInturff, Paul E.

Maple, Karl E.

Mitchell, Carol

Moore, Jesse E.

Morgan, Marion M.

Morris, Donald

Packard, David M.

Perkins, Harold E.

Peterson, Anne

Popp, R. Terry

Randolph, Barbara

Rivers, Jon

Sala, John C.

Sala, Karen

Showers, Judy

Stadler, Al M.

Tackett, Verlin

Yates, Glenn E.

I, Earl R. Milton, Business Manager, John A. Logan College hereby certify that the above is a complete list of full time teaching faculty members employed as of April 18, 1972.

/s/ Earl R. Milton

Subscribed and sworn to before me this 18th day of April, 1972.

This list approved by
John A. Logan IAHE Association
Committee.
/s/ Alphonse M. Stadler
/s/ Karl E. Maple
/s/ John L. Kuruc, Jr.

/s/ Phyllis Ann Butler
(Notary Public)

West Frankfort, Illinois
(Notary's Address)

APPENDIX A-1

AGREEMENT TO AMEND RECOGNITION AGREEMENT

It is hereby agreed to amend the Recognition Agreement dated April 18, 1972, by and between the Board of Trustees, Community College District No. 530 and John A. Logan IAHE Association to include the following:

10. Impasse procedures shall be in accordance with the provisions of Chapter 48, Paragraph 1712, Section 12, Illinois Revised Statutes. However, should legislation be adopted subsequent to the signing of this Agreement making impasse procedures optional or negotiable, then the portion of this Agreement dealing with impasse procedures shall become null and void, and Item 10 of the Recognition Agreement shall revert back to the wording of the 1981-84 Agreement.

12. Strikes. A strike shall only be called or participated in under the conditions set forth under Chapter 48, Paragraph 1713, Section 13, Illinois Revised Statutes. However, should legislation be adopted subsequent to the signing of this Agreement making strike procedures optional or negotiable, then the portion of this Agreement dealing with strike procedures shall become null and void, and Item 12 of the Recognition Agreement shall revert back to the wording of the 1981-84 Agreement.

BOARD OF TRUSTEES
COMMUNITY COLLEGE DISTRICT NO. 530
COUNTIES OF WILLIAMSON, JACKSON,
FRANKLIN, PERRY, RANDOLPH, AND STATE
OF ILLINOIS

JOHN A. LOGAN IAHE ASSOCIATION

BY ______________________ BY ______________________

BY ______________________ BY ______________________

JOHN A. LOGAN COLLEGE
Carterville, Illinois 62918

1984-85 SALARY SCHEDULE FOR TEACHING FACULTY

Years Experience	Less Than Bachelors	Bachelors Degree	Masters Degree	Masters +8 Hours	Masters +16 Hours	Masters +24 Hours	Masters +32 Hours	Masters +40 Hours	Masters +48 Hours	Masters +56 Hours	Ph.D.
0	18,595	19,587	20,156	20,727	21,297	21,864	22,436	23,007	23,577	24,145	24,714
1	19,065	20,057	20,626	21,197	21,767	22,334	22,906	23,477	24,047	24,615	25,184
2	19,535	20,527	21,096	21,667	22,237	22,804	23,376	23,947	24,517	25,085	25,654
3	20,005	20,997	21,566	22,137	22,707	23,274	23,846	24,417	24,987	25,555	26,124
4	20,475	21,467	22,036	22,607	23,177	23,744	24,316	24,887	25,457	26,025	26,594
5	20,945	21,937	22,506	23,077	23,647	24,214	24,786	25,357	25,927	26,495	27,064
6	21,415	22,407	22,976	23,547	24,117	24,684	25,256	25,827	26,397	26,965	27,534
7	21,885	22,877	23,446	24,017	24,587	25,154	25,726	26,297	26,867	27,435	28,004
8	22,355	23,347	23,916	24,487	25,057	25,624	26,196	26,767	27,337	27,905	28,474
9	22,825	23,817	24,386	24,957	25,527	26,094	26,666	27,237	27,807	28,375	28,944
10	23,295	24,287	24,856	25,427	25,997	26,564	27,136	27,707	28,277	28,845	29,414
11	23,765	24,757	25,326	25,897	26,467	27,034	27,606	28,177	28,747	29,315	29,884
12	24,235	25,227	25,796	26,367	26,937	27,504	28,076	28,647	29,217	29,785	30,354
13	24,705	25,697	26,266	26,837	27,407	27,974	28,546	29,117	29,687	30,255	30,824
14	25,175	26,167	26,736	27,307	27,877	28,444	29,016	29,587	30,157	30,725	31,294
15	25,645	26,637	27,206	27,777	28,347	28,914	29,486	30,057	30,627	31,195	31,764
16	26,115	27,107	27,676	28,247	28,817	29,384	29,956	30,527	31,097	31,665	32,234
17		27,577	28,146	28,717	29,287	29,854	30,426	30,997	31,567	32,135	32,704
18			28,616	29,187	29,757	30,324	30,896	31,467	32,037	32,605	33,174
19				29,657	30,227	30,794	31,366	31,937	32,507	33,075	33,644
20					30,697	31,264	31,836	32,407	32,977	33,545	34,114
21						31,734	32,306	32,877	33,447	34,015	34,584
22							32,776	33,347	33,917	34,485	35,054

JOHN A. LOGAN COLLEGE
Carterville, Illinois 62918

1985-86 SALARY SCHEDULE FOR TEACHING FACULTY

Years Experience	Less Than Bachelors	Bachelors Degree	Masters Degree	Masters +8 Hours	Masters +16 Hours	Masters +24 Hours	Masters +32 Hours	Masters +40 Hours	Masters +48 Hours	Masters +56 Hours	Ph.D.
0	18,845	19,837	20,406	20,977	21,547	22,114	22,686	23,257	23,827	24,395	24,964
1	19,315	20,307	20,876	21,447	22,017	22,584	23,156	23,727	24,297	24,865	25,434
2	19,785	20,777	21,346	21,917	22,487	23,054	23,626	24,197	24,767	25,335	25,904
3	20,255	21,247	21,816	22,387	22,957	23,524	24,096	24,667	25,237	25,805	26,374
4	20,725	21,717	22,286	22,857	23,427	23,994	24,566	25,137	25,707	26,275	26,844
5	21,195	22,187	22,756	23,327	23,897	24,464	25,036	25,607	26,177	26,745	27,314
6	21,665	22,657	23,226	23,797	24,367	24,934	25,506	26,077	26,647	27,215	27,784
7	22,135	23,127	23,696	24,267	24,837	25,404	25,976	26,547	27,117	27,685	28,254
8	22,605	23,597	24,166	24,737	25,307	25,874	26,446	27,017	27,587	28,155	28,724
9	23,075	24,067	24,636	25,207	25,777	26,344	26,916	27,487	28,057	28,625	29,194
10	23,545	24,537	25,106	25,677	26,247	26,814	27,386	27,957	28,527	29,095	29,664
11	24,015	25,007	25,576	26,147	26,717	27,284	27,856	28,427	28,997	29,565	30,134
12	24,485	25,477	26,046	26,617	27,187	27,754	28,326	28,897	29,467	30,035	30,604
13	24,955	25,947	26,516	27,087	27,657	28,224	28,796	29,367	29,937	30,505	31,074
14	25,425	26,417	26,986	27,557	28,127	28,694	29,266	29,837	30,407	30,975	31,544
15	25,895	26,887	27,456	28,027	28,597	29,164	29,736	30,307	30,877	31,445	32,014
16	26,365	27,357	27,926	28,497	29,067	29,634	30,206	30,777	31,347	31,915	32,484
17	26,835	27,827	28,396	28,967	29,537	30,104	30,676	31,247	31,817	32,385	32,954
18		28,297	28,866	29,437	30,007	30,574	31,146	31,717	32,287	32,855	33,424
19			29,336	29,907	30,477	31,044	31,616	32,187	32,757	33,325	33,894
20				30,377	30,947	31,514	32,086	32,657	33,227	33,795	34,364
21					31,417	31,984	32,556	33,127	33,697	34,265	34,834
22						32,454	33,026	33,597	34,167	34,735	35,304
23							33,496	34,067	34,637	35,205	35,774

APPENDIX B-1

JOHN A. LOGAN COLLEGE
Carterville, Illinois 62918

1986-87 SALARY SCHEDULE FOR TEACHING FACULTY

Years Experience	Less Than Bachelors	Bachelors Degree	Masters Degree	Masters +8 Hours	Masters +16 Hours	Masters +24 Hours	Masters +32 Hours	Masters +40 Hours	Masters +48 Hours	Masters +56 Hours	Ph.D.
0	18,845	19,837	20,406	20,977	21,547	22,114	22,686	23,257	23,847	24,395	24,964
1	19,325	20,317	20,886	21,457	22,027	22,594	23,166	23,737	24,307	24,875	25,444
2	19,805	20,797	21,366	21,937	22,507	23,074	23,646	24,217	24,787	25,355	25,924
3	20,285	21,277	21,846	22,417	22,987	23,554	24,126	24,697	25,267	25,835	26,404
4	20,765	21,757	22,326	22,897	23,467	24,034	24,606	25,177	25,747	26,315	26,884
5	21,245	22,237	22,806	23,377	23,947	24,514	25,086	25,657	26,227	26,795	27,364
6	21,725	22,717	23,286	23,857	24,427	24,994	25,566	26,137	26,707	27,275	27,844
7	22,205	23,197	23,766	24,337	24,907	25,474	26,046	26,617	27,187	27,755	28,324
8	22,685	23,677	24,246	24,817	25,387	25,954	26,526	27,097	27,667	28,235	28,804
9	23,165	24,157	24,726	25,297	25,867	26,434	27,006	27,577	28,147	28,715	29,284
10	23,645	24,637	25,206	25,777	26,347	26,914	27,486	28,057	28,627	29,195	29,764
11	24,125	25,117	25,686	26,257	26,827	27,394	27,966	28,537	29,107	29,675	30,244
12	24,605	25,597	26,166	26,737	27,307	27,874	28,446	29,017	29,587	30,155	30,724
13	25,085	26,077	26,646	27,217	27,787	28,354	28,926	29,497	30,067	30,635	31,204
14	25,565	26,557	27,126	27,697	28,267	28,834	29,406	29,977	30,547	31,115	31,684
15	26,045	27,037	27,606	28,177	28,747	29,314	29,886	30,457	31,027	31,595	32,164
16	26,525	27,517	28,086	28,657	29,227	29,794	30,366	30,937	31,507	32,075	32,644
17	27,005	27,997	28,566	29,137	29,707	30,274	30,846	31,417	31,987	32,555	33,124
18	27,485	28,477	29,046	29,617	30,187	30,754	31,326	31,897	32,467	33,035	33,604
19		28,957	29,526	30,097	30,667	31,234	31,806	32,377	32,947	33,515	34,084
20			30,006	30,577	31,147	31,714	32,286	32,857	33,427	33,995	34,564
21				31,057	31,627	32,194	32,766	33,337	33,907	34,475	35,044
22					32,107	32,674	33,246	33,817	34,387	34,955	35,524
23						33,154	33,726	34,297	34,867	35,435	36,004
24							34,206	34,777	35,347	35,915	36,484

APPENDIX B-2

APPENDIX C-1

INSTRUCTOR APPROVED WORK EXPERIENCE

1. Academic courses must be substantiated by an official transcript.
2. Work experience must be verified by employer or individual faculty member in case of self employment.
3. Work experience must be listed by clock hours.
4. All work experience must be after graduation from high school.
5. Two-thirds must be in a specialty area. One-third may be in a related area.

APPROVED WORK EXPERIENCE AFTER EARNED MASTER'S DEGREE

1. Approved work experience will be accumulated for credit after the master's degree has been earned. Approved work experience earned before the master's degree has been earned will be accumulated and held in escrow until the master's degree has been earned at which time it will be applied for credit.

2. A written proposal, that outlines the work experience and requests conditional approval, must be submitted prior to the beginning of the work experience.

3. Distribution of Approved Work Experience

    A. New experiences in teaching specialty
    (Maximum - 7 equated hours)

    B. Experiences in deficient areas
    (Maximum - 21 equated hours)

    C. New related occupational experiences
    (Maximum - 28 equated hours)

4. A written summary of completed work experience must be submitted when requesting final approval.

    A. Verification of hours by employer or faculty member if self employed.

    B. List work experience

    C. Description of work experience

APPENDIX D

JOHN A. LOGAN COLLEGE
Community College District No. 530
Carterville, IL 62918

EMPLOYMENT CONTRACT

This employment contract entered into by and between the Board of Trustees of Community College District No. 530 (herein called "Board") and ________________________________, a legally qualified teacher (herein called the "teacher"), is as follows:

1. That the teacher is employed for the academic year ______.

2. This contract is subject to all of the provisions of the Agreement by and between the Board and the John A. Logan IAHE Association dated September 5, 1978, which said Agreement is incorporated herein by reference.

3. That the teacher shall not be entitled to any compensation for any period of time during which the teacher is absent from duty unless otherwise provided by the rules, regulations, or orders of the Board.

4. That the teacher shall abide by all rules, regulations, and orders established by the Board.

5. That the teacher agrees to perform the duties of a full-time teaching faculty member for the _________ academic year, commencing on the ________ day of ________________, 19____, and ending on the ________ day of ________________, 19 ______.

6. That for teaching during the period covered by this contract, the teacher will be paid according to his placement on the salary schedule to be computed in accordance with the Agreement above mentioned between the Board and the John A. Logan IAHE Association. This contract recognizes __________ years of full-time teaching experience, ____________________

degree, and a total of _________ semester hours of credit in the case of vocational-technical education instructors.

7. Failure on the part of the teacher to accept this employment contract by affixing his/her signature and delivering or mailing one copy to the office of the President, Illinois Community College District No. 530, Carterville, Illinois, within thirty (30) days, shall be construed as a rejection of this appointment by the teacher.

____
Date

____
Signature of Appointee

____
Date

____
President, John A. Logan College

AGREEMENT
BETWEEN THE
BOARD OF TRUSTEES OF COMMUNITY COLLEGE
DISTRICT NO. 530, COUNTIES OF
WILLIAMSON, JACKSON, FRANKLIN, RANDOLPH AND PERRY
AND STATE OF ILLINOIS
JOHN A. LOGAN IEA ASSOCIATION
FOR THE
1987-88, 1988-89 and 1989-90
ACADEMIC YEARS

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AGREEMENT

THIS AGREEMENT is entered into this 21st day of August, 1987, by and between the BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 530, COUNTIES OF WILLIAMSON, JACKSON, FRANKLIN, RANDOLPH, AND PERRY, AND STATE OF ILLINOIS (hereinafter referred to as the "Board") and the JOHN A. LOGAN IEA ASSOCIATION previously known as IAHE ASSOCIATION, affiliated with the ILLINOIS EDUCATION ASSOCIATION AND THE NATIONAL EDUCATION ASSOCIATION (hereinafter referred to as the "Association") and only applies to said parties.

WITNESSETH:

WHEREAS, the Board has voluntarily endorsed the practices and procedures of collective negotiations as a fair and orderly way of conducting its relations with its full-time teaching faculty members insofar as such practices and procedures are appropriate to the functions and obligations of the Board to retain the right to operate JOHN A. LOGAN COLLEGE effectively in a responsible and efficient manner and insofar as such practices and procedures are consonant with the paramount interests of the District and its residents;

WHEREAS, the Association has been chosen by a majority of the full-time teaching faculty members in the appropriate bargaining unit set forth in the Recognition Agreement as the bargaining representative in an election held on April 25, 1972.

WHEREAS, it is the intention of the parties to the Agreement to provide where not otherwise mandated by statute, for the salary schedule, fringe benefits and conditions of employment of the full-time faculty members covered by this Agreement, to prevent interruptions of work and interference with the efficient operation of JOHN A. LOGAN COLLEGE, and to provide an orderly and prompt method of handling and processing grievances;

NOW, THEREFORE, the parties agree with each other as follows:

ARTICLE I

Recognition and Representation

Section 1.1. Recognition and Recognition Agreement. The Board has recognized the Association as the sole and exclusive bargaining agent for all the full-time teaching faculty members in the appropriate bargaining unit and has entered into a Recognition Agreement with the Association under the date of April 18, 1972, a copy of which is attached hereto as Appendix A and A-1, which said Recognition Agreement shall be part of every agreement which may be in effect after April 18 1972, between the Board and the Association.

Section 1.2. Meeting with Other Faculty Organizations. This Agreement shall not be construed to prevent the Board or any administrator from meeting with any employee or employee organizations, including the college council, representing full-time faculty members for the purpose of hearing the views and proposals of such employee or such employee organization, provided that as to those matters covered by this Agreement, no change or modification shall be made except through negotiation and agreement with the Association.

Section 1.3. Non-Discrimination. The Board and the Association agree to continue their established policies of prohibiting all forms of illegal discrimination. The Board shall not discriminate against any member of the bargaining unit because of membership in, or lack of membership in, or their participation in, or refusal to participate in the activities of the Association or its state or national affiliates.

ARTICLE II

Grievance Procedure

Section 2.1. Definition. A grievance is a difference of opinion with respect to the meaning or application of the specific terms of this Agreement.

Section 2.2. Procedures. It is desirable for an employee and the employee's supervisor to resolve problems through informal discussions. If, however, the informal process fails to resolve the issue, a grievance shall be processed as follows:

STEP 1: Any full-time teaching faculty member covered by this Agreement who has a grievance shall submit it in writing to the appropriate Dean or other person designated by the Board for this purpose. The grievance shall set forth in detail all relevant facts upon which it is based, the provision or provisions of the Agreement allegedly violated and the relief requested. The Dean or other person designated will discuss the grievance with the faculty member at a time mutually agreeable. A representative of the Association will be given the opportunity to be present at such meeting and, if requested by the faculty member, may represent the faculty member at the meeting. If no settlement is reached, the appropriate Dean or other person designated by the Board for this purpose shall give his written answer within ten (10) calendar days following the submission of the grievance.

STEP 2: If the grievance is not settled at Step 1 and the faculty member wishes to appeal the grievance, it shall be referred in writing within ten (10) calendar days after receipt of the answer at Step 1 to the Vice President of Instructional Services or his designee. The Vice President of Instructional Services or his designee shall discuss the grievance with the faculty member at a time mutually agreeable. A representative of the Association will be given the opportunity to be present at such meeting and, if requested by the faculty member, may represent the faculty member at the meeting. If no settlement is reached, the Vice President of Instructional Services or his designee shall give his written answer within ten (10) calendar days following their meeting.

STEP 3: If the grievance is not settled at Step 2 and the faculty member wishes to appeal the grievance, it shall be referred in writing within ten (10) calendar days after receipt of the answer at Step 2 to the President. The President or his designee (provided he has not been previously involved in Step 1 or Step 2) shall discuss the grievance with the faculty member at a time mutually agreeable. A representative of the Association will be given the opportunity to be present at such meeting and, if requested by the faculty member, may represent the faculty member at the meeting. If no settlement is reached, the President or his designee shall give his written answer within ten (10) calendar days following their meeting.

Section 2.3. Appeal to Board. If the grievance is not settled at Step 3, it may be referred in writing by the teacher or the Association within ten (10) calendar days after the receipt of the answer at Step 3 to the Board for possible review. If the Board, at its discretion, decides to review the grievance, the Board shall give its written answer within thirty (30) calendar days following the submission of the grievance to the Board.

Section 2.4. Binding Arbitration. Grievances not settled after being appealed by the teacher or the Association through all steps provided by the grievance procedure may be submitted for binding arbitration as provided for in the Illinois Revised Statutes, Chapter 48, Paragraph 1710, Section 10, (c). However, should legislation be adopted subsequent to the signing of this Agreement making binding arbitration optional or negotiable, then the portion of this Agreement dealing with binding arbitration shall become null and void, and Article II, Grievance Procedure, shall revert back to the wording of the 1981-84 Agreement.

Section 2.5. Judicial Review. If an issue is submitted for binding arbitration, the decision of the arbitrator shall be final, and there will be no further appeal.

Section 2.6. Association Grievance. The Association shall have the right to file grievances as defined in Section 2.1.

Section 2.7. Time Limits. Regardless of any informal discussion that may transpire, no grievance shall be entertained or processed unless it is submitted within thirty (30) calendar days after the first occurrence giving rise to the grievance. A grievance must be filed or appealed within the time limits set forth in this Article, or the grievance shall be considered settled on the basis of the last answer given. If the Board representative fails to give its answer within the limits provided above, the grievance may be appealed to the next step within the time limit for an appeal to the next step. Time limits may be extended by written agreement between the parties.

Section 2.8. Withdrawal of Grievance. A grievance may be withdrawn with mutual consent of the parties at any leval without establishing precedent. Through Step 2 of the Grievance Procedure, a grievance may be withdrawn by the grievant or the Association without establishing precedent.

Section 2.9. Filing of Materials. All records related to a grievance which has been resolved in favor of the faculty member shall be filed separately from the personnel files of the faculty member.

ARTICLE III

Salary, Rates of Pay, Assignment And Duties and Responsibilities

Section 3.1. Salary Schedule. The salary schedules for the 1987-88, 1988-89, and 1989-90 school year are set forth in Appendix B, B-1, and B-2. Faculty covered by this contract who are employed after August 1, 1987, will be compensated for work covered under Section 3.4 at the rate of $400 per equated hour and under Section 3.5 at the rate of $300 per equated hour.

Section 3.1-1. Cost of Living. The base salary for each vertical column of the 1988-89 and the 1989-90 salary schedule will be increased ½ % for each 1% that the Consumer Price Index exceeds 7% for 1988-89 and 6% for the 1989-90 fiscal years. The percentage will be applied to the current year's base salary.

The Consumer Price Index to be used will be for the Greater Chicago Metropolitan Area (1967 equals 100 index, Urban and Clerical Workers--all items) obtained from the U.S. Department of Labor, Bureau of Labor Statistics, for the twelve month period through and including June 30, 1988, for the 1988-89 salary schedule and June 30, 1989, for the 1989-90 salary schedule. The cost of living adjustment will be awarded in increments of not less than one-half of a percentage point.

Section 3.2. Thirty-nine (39) Week Salary Period. Salaries computed according to the attached salary schedule are for a thirty-nine (39) week period.

Section 3.3. Horizontal Salary Increments. All hours credited for horizontal salary increments through the master's degree must be in the teaching faculty member's field of study, occupational/vocational education (Vo-Tech faculty only), or in secondary education with a concentration in that field of study. In that case, the following guidelines used for "hours earned after obtaining a master's degree" will be followed.

Hours earned after obtaining a master's degree, which will be credited for horizontal salary increments, must be in the faculty member's teaching field or in one of the following programs of study.

(1) Higher Education
(2) Secondary Education
(3) Curriculum and Instruction
(4) Occupational Education

To receive credit for hours taken and/or degrees earned in one of these programs of study, the program must be approved by the Vice President of Instructional Services in advance of courses being taken. The Vice President will use the following guidelines in approving a faculty member's participation in one of these four programs of study which may be outside the faculty member's teaching field:

(1) The faculty member must be accepted into an advanced degree program of study at an accredited university or college.
(2) All hours for which credit is received must come from courses in the proposed program.
(3) All courses approved within the program of study for which salary credit will be received must be directly applicable to the improvement of the teaching act.

Courses taken prior to employment at John A. Logan College will not be considered for salary purposes after initial placement on the salary schedule has been established. Hours must be completed and transcripts on file in the office of the Vice President of Instructional Services by the beginning of the fall semester in order to be eligible for horizontal increment for the academic year in operation.

Section 3.4. Summer Teaching Salary. Faculty members covered by this Agreement will be compensated for teaching summer credit courses in accordance with Appendix B-3 for the 1988, 1989, and 1990 summer school periods. The maximum load for all full-time faculty shall be 10 equated hours for each summer term. If the assignment of a summer class causes the instructor's assignment to exceed 10 equated hours, the overload summer assignment will not be made. Full-time faculty employed after August 1, 1987, will be compensated for teaching summer credit courses at the rate of $400 per equated hour. Summer teaching assignments will be at the instructor's option, but will be offered to full-time teaching faculty before they will be offered to non-full-time teaching faculty and will be offered on an equal basis.

Section 3.5. Extra Credit Courses. Faculty members covered by this Agreement will be compensated in accordance with Appendix B-3 for teaching extra credit courses. The maximum load for all full-time faculty shall be 40 equated hours per academic year (excluding summers). If the assignment of an overload class causes the instructor's assignment to exceed 25 equated hours in any one semester, the overload assignment will not be made. Extra credit courses will be offered to full-time teaching faculty on an equal basis before they will be offered to other teaching faculty. The Vice President of Instructional Services will place a listing of teaching assignments for faculty covered by this Agreement in the Learning Resources Center each semester. Full-time faculty employed after August 1, 1987, will be compensated for teaching extra credit courses at the rate of $300 per equated hour. Participation in extra credit courses is at the option of the instructor.

Section 3.6. Modified Instruction. Consistent with administration of College policy, faculty members covered by this Agreement will be compensated in accordance with Appendix B-3 for each equated hour generated. Modified instruction assignments will be at the instructor's option and will be included in the instructor's annual 40 equated hour load computation based on a proportional formula to be published by the Vice President for Instructional Services. Participation in the program will be at the complete option of the instructor.

Section 3.6-1. Independent Study. Consistent with administration of College policy, faculty members covered by this Agreement will be compensated in accordance with Appendix B-3 for each equated hour generated. Independent study assignments are not included in the 40 equated hour maximum load per year computation. Participation in the program will be at the complete option of the instructor.

Section 3.6-2. Non-Traditional Teaching. Consistent with administration of College policy, faculty members covered by this Agreement will be compensated at the rate of $250 per semester hour plus $20 per student above the assigned class maximum for teaching courses by non-traditional teaching mode. Non-traditional teaching modes include classes offered by telecourses. Such assignments are limited to one course per semester and are not included in the 40 equated hour maximum load per year computation. Participation in the program will be at the complete option of the instructor.

Section 3.7. Initial Placement on Salary Schedule. No more than ten (10) years of outside, full-time experience will be allowed for initial placement on the salary schedule.

Section 3.8. Policy Governing Compensation for Vocational Technical Education Faculty.

A. Compensation of the One Hundred Thirty-six Dollars ($136.00) will be authorized for each of the courses listed below that are successfully completed unless these courses are part of either a bachelor's or master's degree recognized for salary purposes. In that instancē, the instructor will not be compensated additionally for completing these courses unless the instructor received the additional compensation for one or more of these courses during the 1971-72 academic year. If an instructor received the additional compensation mentioned above for one or more of the said courses for the 1971-72 academic year, even though the said course or courses was completed as part of either a bachelor's or master's degree recognized for salary purposes, that instructor shall be entitled to the additional compensation mentioned above for that course or these courses.

1. Methods of Teaching (in specialty area)
2. Student Teaching or Internship (in specialty area)
3. Selection and Organization of Subject Matter Materials (in specialty area)
4. Philosophy of Vocational-Technical Education

Likewise, compensation of One Hundred Thirty-six Dollars ($136.00) will be aughorized for each unit of two thousand (2,000) hours of approved work experience completed up to a maximum of three (3) units or six thousand (6,000) hours, in accordance with Appendix C-1 attached hereto.

B. After being granted the master's degree, the instructor may advance horizontally on the salary schedule by receiving additional college credit or by obtaining additional approved work experience. Additional approved work experience is limited by, and must conform to, the provisions of Appendix C-2 attached hereto and incorporated herein by reference. An instructor may earn a maxmium of 56 semester hours beyond the master's degree through college credit and/or approved work experience.

C. Sixty (60) hours of approved work experience will be equated to one semester hour of college credit. Eight (8) semester hours of equated college credit will award the instructor one horizontal increment on the salary schedule.

D. Work experience will be approved prior to the instructor beginning this experience by the Dean for Vocational-Technical Education and the Vice President for Instructional Services.

E. Written verification of approved work experience must be on file in the office of the Dean for Vocational-Technical Education by the beginning of the fall semester in order to be eligible for a horizontal increment for the academic year in operation.

Section 3.9. Employment Contracts. The employment contracts which are issued to the full-time faculty members covered by this Agreement shall conform with the employment contract which is attached hereto as Appendix D and incorporated herein by reference.

Section 3.10. Payroll. The Treasurer of the Board of Trustees shall make regular payroll disbursements and issue the payroll for the full-time teaching faculty members covered by this Agreement on the fifth day of each month with the cut-off date for the payroll being the last day of each month, provided that the Treasurer has the discretion, if the need arises, to change the foregoing date. Full-time teaching faculty members may elect to receive their annual pay over ten pay periods provided that formal written notice of such election shall be filed with the College Vice President for Business Services prior to August 24. This election shall remain in effect until formal written notice of change is filed with the College Vice President for Business Services prior to August 24 of any year.

Section 3.11. Payroll Deduction of Association Dues. The full-time teaching faculty member may authorize dues deduction by presenting an authorization card to the Vice President for Business Services on or before August 24. The amount of the Association dues will be prorated and deducted from the paychecks in September, October, November, and December. Such Authorization shall remain in effect until such time as written notification is received to terminate the deduction.

Section 3.11-1. Non-Member Fair Share Payments. Non-members covered by this Agreement will be required to pay to the Association a fair share fee for services rendered as provided for by state law (Chapter 48, Paragraph 1711, Section 11, Illinois Revised Statutes).

Section 3.12. Full-Time Teaching Faculty Assignment. The assignment of a full-time teaching faculty member covered by this Agreement shall consist of thirty (30) equated hours over two semesters. Class assignments will not be made more than five consecutive days per week except by mutual consent of the faculty member and the administration. For the purpose of determining teaching load, laboratory or other comparable teaching arrangements will be equated to three-fourths (3/4) of a lecture hour.

The placement and supervision of student work experience will be equated as follows:

Teaching Credit for Placement of Students

Number of Students	Credits
1 to 8	1
9 to 16	2
17 to 24	3
25 to 32	4
33 to 40	5
41 to 48	6

Teaching Credit for Supervision of Students

Number of Students	Credits
1 to 4	1
5 to 8	2
9 to 12	3
13 to 16	4
17 to 20	5
21 to 24	6
25 to 28	7
29 to 32	8
33 to 36	9
37 to 40	10

Section 3.13. Duties and Responsibilities. Each full-time teaching faculty member covered by this Agreement shall have the duty and the responsibility to:

A. Teach classes assigned by the appropriate Dean and/or Vice President for Instructional Services consistent with stated course objectives.

B. Serve as an academic advisor.

C. Serve on various standing and ad hoc committees and attend faculty meetings as required.

D. An instructor will find that he/she needs time for scheduled classes, student conferences, office hours, library work, and other responsibilities connected with his/her assignment. Each instructor will post and maintain regular office hours in proportion to his/her teaching assignment. Instructors will maintain one posted office hour per week per academic term for each 1.5 equated lecture hours of his/her assignment and one posted office hour per academic term for each two laboratory equated hours of his/her teaching assignment.

E. Consistent with his/her rights as a private citizen, observe, support, and enforce the regulations and policies of the college.

F. Represent the college creditably with respect to its activities.

G. Assist in the promotion of student activities and clubs as well as voluntarily sponsor clubs.

H. Fulfill all terms of his/her contract unless through mutual agreement between the college and the individual, an exception is arranged.

I. Perform other appropriate professional duties (e.g. recruitment, administer proficiency examinations, curriculum design and departmental development) as assigned by a Dean or Vice President of Instructional Services.

J. Strive to substitute teach for an instructor who is absent when assigned by the appropriate Dean or Vice President of Instructional Services.

Section 3.14. Stipends. Stipends for faculty who perform duties outside of those outlined in Section 3.13 (Duties and Responsibilities) are listed in Appendix B-4 for the 1987-88 school year. This appendix will be updated annually as of September 1 of each contract year.

ARTICLE IV

Insurance, Fringe Benefits and Other Conditions of Employment

Section 4.1. Group Hospitalization Insurance. The group hospitalization insurance plan in effect at the time this Agreement is executed shall be continued for the term of the Agreement, and the Board will pay 88 percent of the cost of the premium for single and/or dependent coverage for full-time teaching faculty members covered by this Agreement; provided, however, the Board retains the right to change insurance carriers as long as the level of benefits remains substantially the same.

Section 4.1-1. Group Hospitalization for Retired Teachers. Faculty members covered by this Agreement who retire directly from active full-time employment at the College can be covered under the group health insurance plan of the College. The Board will pay 50 percent of the individual rate for the retiree if he/she has completed 10 years of continuous service at the College and 100 percent of the individual rate for the retiree if he/she has completed 20 years of continuous service at the College. Faculty members currently retired who are covered by the group health insurance plan as of August 24, 1981, shall have 50 percent of the individual rate paid by the Board.

Section 4.2. Group Life Insurance. The Board will pay 88 percent of the cost of the premium for a Ten Thousand Dollar ($10,000.00) convertible term group life insurance policy for each full-time teaching faculty member covered by this Agreement.

Section 4.3. Group Dental Insurance. The group dental insurance plan in effect at the time this Agreement is executed shall be continued for the term of this Agreement and the Board will pay 88 percent up to a maximum of $200 per fiscal year towards the cost of a group single or family dental plan for each faculty member covered by this Agreement; provided, however, the Board retains the right to change insurance carriers as long as the level of benefits remain substantially the same.

Section 4.3-1. Group Dental Insurance for Retired Teachers. Faculty members covered by the Agreement who retire directly from active, full-time employment at the College can be covered under the group dental insurance plan of the College. The Board will pay 50 percent of the individual rate for the retiree if he/she has completed 10 years of continuous service at the College and 100 percent of the individual rate for the retiree if he/she has completed 20 years of continuous service at the College. Faculty members who were retired as of August 24, 1981, may elect to be covered by the group dental insurance plan and shall have 50 percent of the individual rate paid by the Board.

Section 4.4. Personal Leave. Each full-time teaching faculty member covered by this Agreement shall be entitled to three (3) full days or six (6) half days of personal leave for the 1987-88, 1988-89, and 1989-90 academic years upon notifying the appropriate Dean or Vice President of Instructional Services at least twenty-four (24) hours in advance, if possible. Personal leave not used shall accumulate from one academic year to the next as sick leave so long as the total accumulation does not exceed the maximum as set forth in Section 4.5 of the Agreement.

Section 4.5. Sick Leave. Each full-time teaching faculty member covered by this Agreement shall be entitled to ten (10) days of sick leave per year, accumulative up to and including one hundred ninety (190) days for the 1987-88 school year, two hundred (200) days for the 1988-89 school year, and two hundred ten (210) days for the 1989-90 school year. Sick leave shall be interpreted to mean personal illness, quarantine at home or serious illness or death in the immediate family. Immediate members of a family shall mean husband, wife, son, daughter, mother, father, brother, sister, or corresponding in-law. Medical certification will be required if six (6) or more consecutive days are missed.

Section 4.6. Sick Bank. If a faculty member has exhausted his/her accumulated sick leave, each employee covered by the terms of this contract shall contribute one (1) day of his sick leave allowance to a common bank to be administered by the Association.

Employees who have exhausted their accumulated personal sick leave allowance may make reasonable withdrawals subject to the following restrictions:

1. The Association shall retain the power to determine the validity of any requests for withdrawals from the bank and to reject any such requests. The Association shall require medical certification from a competent physician prior to awarding any withdrawals from the bank and a copy of such shall be placed in his/her payroll file.

2. No individual shall be allowed to withdraw in excess of 30 days from the bank during any one academic year.

3. No more than 100 days will be used in this manner by all faculty members during any one academic year. Unused sick days will remain in the bank and no additional sick days will be contributed to the sick bank until all remaining days are utilized.

Section 4.7. Maternity Leave. Upon request to the President, certifying pregnancy, a full-time teaching faculty member covered by this Agreement shall be granted a maternity leave without pay for a period not to exceed one (1) year. The length of such leave shall be established with the mutual agreement of the administration and the employee requesting such leave. Insofar as possible, a maternity leave shall commence at the beginning of the fall or spring semester. Any such faculty member on maternity leave should return only at the beginning of the fall or spring semester.

Section 4.8. Sabbatical Leave. A sabbatical leave for study and research may be granted by the Board of Trustees on the recommendation of the President to a full-time faculty member covered by this Agreement who has completed seven (7) years of full-time continuous service with the College. This sabbatical leave shall be in recognition of significant service to the College and will be granted for one semester at full salary or for two consecutive semesters at one-half (1/2) salary.

GUIDELINES

The following guidelines will be used in administering Sabbatical Leave:

1. Any applicant interested in taking advantage of this section of the contract must make application in writing to the appropriate Dean or Vice President of Instructional Services no later than December 15 of the academic year preceding the year in which the leave is desired. Faculty members may apply for mini-sabbaticals at any time during the academic year, as long as sabbatical leave funds are available. The application in writing must include:

    a. The applicant's past service to the College.

    b. What the applicant proposes to do while on sabbatical.

    c. How the proposed project will benefit the College.

2. Because the institution is making an investment in the person, the person will be expected to return to John A. Logan College to work for two years. If the person should leave the College before the two-year period is over, he/she will be expected to return a proportionate amount of money the person was paid while on sabbatical to the institution (i.e., if the person worked one year, he/she would repay one-half the amount).

3. There will be a minimum of two teaching faculty or one percent of the institution budget, whichever is greater, designated for this purpose.

4. A faculty member awarded a sabbatical leave will be entitled to at least one step advancement upon return. If at least one horizontal step is not achieved, a vertical step on the salary schedule will be awarded. An individual will not be entitled to both a horizontal and vertical advancement as a result of a sabbatical leave.

5. After applications for sabbaticals are received from the faculty, they will be processed by a committee which will make its recommendations to the President of the College who will then make recommendations to the Baord of Trustees. This committee shall be composed of the Dean for Vocational-Technical Education, one faculty member selected by the faculty from each of the two respective divisions, and the current president of the Logan IEA chapter. This committee will be chaired by the Vice President of Instructional Services.

6. A full-time teaching contract will be awarded to faculty members while on sabbatical.

7. Mini-sabbatical

    a. In lieu of awarding full sabbaticals, the sabbatical committee may recommend that a like amount of funds be used for programs such as mini-sabbaticals for which faculty members may apply.

    b. Mini-sabbaticals may be granted by the President of the College on the recommendation of the sabbatical committee.

8. Strong consideration will be given the faculty member to receive a sabbatical leave for the purpose of retraining to become qualified to teach in another area when his present position is subject to retrenchment.

Section 4.9. Other Leaves. Request for military leave shall be granted in accordance with the terms of the Selective Service Act. A full-time teaching faculty member covered by this Agreement with a minimum of four (4) years continuous service may be granted a leave of absence without salary or credit for experience for a period not to exceed one (1) year for the purpose of professional improvement. Such a leave of absence is subject to the approval of the President.

Section 4.10. Insurance During Leave. The Board will continue to pay its proportionate share of group hospitalization insurance and/or group life insurance and/or group dental insurance for any full-time teaching faculty member covered by this Agreement during the term of an authorized leave of absence or sabbatical leave, if the said full-time teaching faculty member was enrolled in any or all of these insurance programs prior to leave.

Section 4.11. Travel Pay. Requests for travel pay are subject to the approval or disapproval of the President or his designated representative. All requests for travel pay must be consistent with budgeted funds for travel purposes.

Travel budgets for 1987-88, 1988-89, and 1989-90 will be established on the basis of $200 per full-time faculty member. Faculty members not intending to use funds budgeted must agree in writing to the use of such funds by other faculty before they will be released. Unused amounts may be allocated to other teaching faculty for travel; however, in no case will a faculty member be allowed to use more than a total of $400 for travel. Travel pay, where approval is received in advance, shall be paid on the following basis:

A. Necessary travel by private automobile shall be reimbursed consistent with College travel policy.

B. Full reimbursement for necessary food and lodging incurred during travel.

C. Receipts are required for lodging and public transportation expenses.

D. Expenses are to be reported on the College expense voucher.

E. Registration fees for conferences, seminars, and workshops when approved will be reimbursed.

Section 4.12. Holidays. The following shall be the established holidays of the College:

New Year Day
Martin Luther King's Birthday
Lincoln's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

When any of the above days fall on a Saturday, the preceding Friday shall be observed; when they fall on a Sunday, the following Monday shall be observed as a holiday. If, in case of an emergency, it should appear to be in the best interest of the College to declare additional holidays, it shall be the duty of the President to make such declaration and notify faculty accordingly.

Faculty members covered by this Agreement will not be required to be on campus when classes are not in session during the Thanksgiving, Christmas, and spring breaks. Faculty members may be required to be present on campus three (3) to five (5) week days prior to the start of each academic term.

If events should occur, such as snow or other acts of God which cause the College to not hold classes as scheduled, faculty members may be required to teach, without additional compensation, beyond the term of the contract if necessary to complete the required number of days of instruction.

Section 4.13. Board Paid Retirement. The Board agrees to pick up the normal, additional and survivors insurance contributions required by Section 15-157 and 158 of the Illinois Pension Code. The contributions so picked up shall be treated as employer contributions in determining tax treatment under the United States Internal Revenue Code.

In accordance with the Illinois Pension Code, the Board will pick up these contributions by a reduction in the contract salary as shown in Appendix B, B-1, and B-2 for the term of this Agreement.

Should any court of competent jurisdiction rule or the Internal Revenue Service or the Illinois State University System rule that said contributions picked up by the Board are taxable and/or prohibited, then any money due, including interest and penalities, should be the responsibility of the individual employee and/or John A. Logan IEA Association and/or the IEA Association.

ARTICLE V

General Provisions

Section 5.1. Authorization to Bind Board. No action, statement, agreement, settlement, or representation by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Board unless and until the Board agrees thereto in writing.

Section 5.2. Access to Information. The Board shall make available to a representative of the Association upon its reasonable request and within a reasonable time thereafter, information concerning the professional staffing and financial resources of the institution, including but not limited to: annual financial reports and audits; budget; agendas and minutes of all public Board meetings and all attachments thereto at the time of distribution to the Board; treasurer's reports; and names and addresses and position on salary schedule of all professional personnel in the bargaining unit. It is understood that this shall not be construed to require the Board to compile information and statistics in the form requested not already compiled in that form, unless mutually agreeable, and that no information will be made available that would violate an individual's right to privacy.

Section 5.3. Meeting with Administration. At the request of either party, the College President or his designee and the Association President or his designee shall meet at a mutually agreed upon time and place to discuss matters of mutual interest.

Section 5.4. Academic Freedom. Within the scope of his duties and responsibilities, the JOHN A. LOGAN COLLEGE faculty member, as a citizen and member of a learned profession, has both the right and obligation to adequately investigate and present to his students the available information pertaining to a given question. It is the responsibility of the faculty member to identify his own personal persuasion on controversial issues, should they arise in the course of relevant discussion.

Outside the college realm, faculty members speak and write as citizens and should be free from institutional censorship or discipline. The faculty member recognizes, however, that the public may judge his profession and institution by his remarks, both oral and written. Therefore, he should at all times be accurate, should show respect for the opinion of others, and should make every effort to indicate that he communicates as an individual citizen, not as an institutional spokesman.

The Board of Trustees recognizes its responsibility to encourage the search for and analysis of knowledge and to protect the academic freedom of its faculty and students to pursue such search and analysis.

ARTICLE VI

Terms of Appointment

Section 6.1. Non-Tenured Appointments.

A. Definition. A non-tenured appointment is defined as an appointment to the faculty for one (1) year or until the end of the academic year in which the appointment is made. Non-tenured appointments are subject to renewal by the Board on a year-to-year basis.

B. Terms and Conditions. A non-tenured faculty member will be notified annually in writing 60 days prior to the end of the school year or its equivalent of whether his appointment has been renewed, unless budgetary considerations beyond the control of the institution preclude such notice. If his appointment is renewed, a non-tenured faculty member will be notified annually in writing of the terms and conditions of employment, unless budgetary considerations beyond the control of the institution preclude such notice. Any non-tenured faculty member whose appointment has been renewed and who does not signify in writing his acceptance of the notice of the terms and conditions of employment within thirty (30) days following receipt of same shall be deemed to have refused said appointment.

C. Non-Renewal of Appointment. Non-tenured appointments are for one year and place no obligation on the Board for renewal. Upon request, a non-tenured faculty member will be informed of the reasons for non-renewal. If the Board terminates a non-tenured appointment, any salary payment or adjustment extending beyond the date on which the Board terminates such appointment shall be at the sole discretion of the Board.

D. Dismissal. Non-tenured faculty members are subject to dismissal for adequate cause during the term of their appointment. Upon request, a non-tenured faculty member will be informed of the reason or reasons for dismissal. If the Board terminates a non-tenured appointment, any salary payment or adjustment extending beyond the date on which the Board terminates such appointment shall be at the sole discretion of the Board. Any faculty member being terminated will be provided due process to which they are entitled under current Illinois law.

Section 6.2. Tenured Appointments.

A. Definitions.

1. Tenure. Tenure is defined as continuous contractual employment granted a faculty member.
2. Faculty Member. Faculty member is a full-time employee of the District (hired by the Board) regularly engaged in teaching or academic support services, but excluding supervisors, administrators, and clerical employees. No person employed by the Board shall be considered as being "regularly engaged in teaching or academic support service" whose salary is derived from a private, state or federal grant or contract.
   a. Regularly Engaged - at John A. Logan College is defined as a professional employee engaged by contract on a full-time basis for a minimum term of the school year. No person employed by the Board shall be considered as being "regularly engaged in teaching or academic support service" whose salary is derived from a private, state or federal grant or contract.
   b. School Year - shall mean a regular academic year or its equivalent, excluding summer school. School year is synonymous with the academic calendar of the college.
   c. Term - means a term within a school year, which is a 16-week academic semester at John A. Logan College.
   d. Notice - means a written notice delivered in person or deposited in the U. S. mail by certified or registered mail, postage pre-paid, addressed to the faculty member's last known address.

(1) All faculty members are required to notify the college of any change in their address.

(2) Notices, when required, should be given in person whenever possible.

e. Arbitration Organization - at John A. Logan College means the American Arbitration Association, Regional Office, 180 North LaSalle Street, Room 1025, Chicago, Illinois 60601, telephone (312) 346-2282.

f. Competent to Render - at John A. Logan College means that a faculty member, except in such subjects and fields in which college programs are not normally available or in which the work experience and related training is the principal teaching medium, as stated below, must have a bachelor's degree and five (5) years of full-time experience (at least half of the experience being in the discipline which he or she is employed to teach) or a master's degree, or its equivalent, in the teaching field.

Subjects and fields in which John A. Logan College has determined that college programs are not normally available or in which the work experience and related training is the principal teaching medium are listed below:

Subject or Field	Competent to Render
Practical Nursing	Bachelor's Degree in Nursing
Associate Degree Nursing	Bachelor's Degree in Nursing
Dental Assisting	Certified Dental Assistant or Dental Hygienist
Welding	Three Years of Experience as a Welder
Automotive	Three Years of Experience as a Mechanic

Diesel	Three Years of Experience as a Mechanic
Drafting	Bachelor's Degree in Industrial Arts or Drafting or Occupational Education
Cosmetology	Licensed by the Department of Registration and Education to Teach Cosmetology
Child Care	Bachelor's Degree in Home Economics or Early Childhood Education
Human Services	Bachelor's Degree in Social Work or Sociology or Psychology

B. Eligibility. Any faculty member who has been employed full-time in the District as a faculty member, as defined in Board Policy 5112, for a period of three (3) consecutive school years shall enter upon tenure unless dismissed as lawfully provided. However, the Board may at its option extend the period for one (1) additional school year by giving the faculty member lawful notice not later than 60 days before the end of the school year in which tenure would otherwise be conferred.

C. Procedure. Tenure recommendations shall be initiated by the appropriate Dean and shall be submitted in writing to the Vice President of Instructional Services, who, in turn, shall make his recommendations to the President for his review and recommendation to the Board.

D. Terms and Conditions. Full-time faculty on tenure enjoy continuous employment subject to dismissal for adequate cause. Tenured faculty members will be notified annually, in writing, sixty (60) days prior to the end of the school year or its equivalent of the terms and conditions of employment for the next academic year, unless budgetary considerations beyond the control of the institution preclude such notice. Any faculty member who does not signify in writing his acceptance of the notice of the terms and conditions of employment within thirty (30) days following receipt of same shall be deemed to have resigned and his tenure shall expire automatically and without notice.

A complete list of full-time faculty members showing those whose contracts have been signed and returned and those who have not will be maintained in the office of the Vice President for Instruction. A copy of the list will be sent to the President and Vice President of the Association one week prior to the deadline for returning the contract.

E. Expiration. Tenure shall expire automatically and without notice as of June 30 in the academic year in which the faculty member reaches seventy (70) years of age.

F. Dismissal. Tenured faculty members are subject to dismissal for adequate cause. Adequate cause shall include and is limited to:

1. Incompetency;
2. Immorality;
3. Negligence;
4. Retrenchment; (see VI, Section 4.2, H)
5. Participation in any interruption of the operations of the College which is illegal or in violation of any contractual commitment; and
6. Whenever, in the Board's opinion, the legitimate educational interests of the College would be adversely affected by the continued employment of a faculty member.

G. Dismissal Procedures. Dismissal of tenured faculty members shall be in accordance with State law.

H. Retrenchment. Notwithstanding anything to the contrary, if the dismissal results from the decision of the Board to decrease the number of teaching faculty members employed by the Board or to discontinue some particular type of academic service, notice shall be given the faculty member as soon as practicable, but at least sixty (60) days before the end of the school term, together with a statement of honorable dismissal and the reason therefore, and in all such cases the Board shall first dismiss all teaching faculty members who have not entered into continued contractual service before dismissing any teaching faculty member who has entered into continued contractual service and who is competent to render services currently being rendered by a teaching faculty member who has not entered into continued contractual service.

If all teaching faculty members who have not entered into a continued employment contract who are competent to render the services in question have been dismissed, the following criteria in the order stated shall be used in determining which teaching faculty member holding a continuing employment contract shall be dismissed by the Board for retrenchment purposes.

1. The full-time teaching faculty member with the fewest number of years of full-time experience at John A. Logan College.
2. The full-time teaching faculty member having signed his initial full-time contract with John A. Logan College at the latest date.
3. The full-time teaching faculty member having the least full-time teaching experience before coming to John A. Logan College.
4. The full-time teaching faculty member with the least academic preparation according to the number of hours which they are receiving credit on the salary schedule.

If the Board, within one (1) calendar year thereafter, increases the number of full-time teaching faculty members or reinstates the position so discontinued, the positions thereby becoming available shall be tendered to those full-time teaching faculty members so removed or dismissed so far as they are qualified to hold such positions.

ARTICLE VII

Board Rights

Section 7.1. Board Authority. The Board, on behalf of the electors of the district, retains and reserves the ultimate responsibilities for proper management of the College District conferred upon and vested in it by the Statutes and the Constitution of the State of Illinois, and the United States, including, but not limited to, the responsibilities for and the right:

1. To maintain executive management and administrative control of the College District and its properties and facilities and the professional activities of its employees as related to the conduct of College affairs;
2. To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;
3. To establish courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
4. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to current written Board policy or as the same may from time to time be amended;
5. To determine class schedules, non-classroom assignments, the hours of instruction, and the duties, responsibilities and assignments of those in the bargaining unit.

Section 7.2. Board Responsibilities. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

ARTICLE VIII

Entire Agreement

This Agreement supersedes and cancels all previous agreements (except the Recognition Agreement entered into by the parties on April 18, 1972), verbal or written or based on alleged past practices between the Board and the Association, and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE IX

Savings

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement

ARTICLE X

Term of Agreement

This Agreement shall be effective on the 21st day of August, 1987, and shall remain in full force and effect until the completion of the summer term for the 1989-90 academic year.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 21st day of August 1987.

BOARD OF TRUSTEES
COMMUNITY COLLEGE DISTRICT NO. 530
COUNTIES OF WILLIAMSON, JACKSON,
FRANKLIN, PERRY, RANDOLPH, AND STATE
OF ILLINOIS

BY Harold O'Neil
Harold O'Neil, President

BY James "Pete" Truran
James "Pete" Truran, Secretary
Board of Trustees

JOHN A. LOGAN IEA ASSOCIATION

BY Sue Bryan
Sue Bryan, President

BY
Secretary

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RECOGNITION AGREEMENT

THIS AGREEMENT is entered into this 18th day of April, 1972, by and between the BOARD OF TRUSTEES OF JUNIOR COLLEGE DISTRICT NO. 530, COUNTIES OF WILLIAMSON, JACKSON, FRANKLIN AND PERRY, AND STATE OF ILLINOIS (hereinafter referred to as the "Board") and the JOHN A. LOGAN IAHE ASSOCIATION, affiliated with the ILLINOIS EDUCATION ASSOCIATION and the NATIONAL EDUCATION ASSOCIATION (hereinafter referred to as the "Association"), and only applies to said parties.

WITNESSETH:

WHEREAS, the Board has voluntarily endorsed the practices and procedures of collective negotiations as a fair and orderly way of conducting its relations with its full-time teaching faculty members insofar as such practices and procedures are appropriate to the functions and obligations of the Board to retain the right to operate John A. Logan College effectively in a responsible and efficient manner and insofar as such practices and procedures are consonant with the paramount interests of the District and its residents;

WHEREAS, the Association claims to represent a majority of the full-time teaching faculty members in the appropriate bargaining unit set forth in Paragraph 1 of the Agreement; and

WHEREAS, the Board has agreed to recognize the Association as the sole and exclusive bargaining agent for said full-time teaching faculty members if a majority of said members, voting in a secret ballot election conducted pursuant to this Agreement, designates the Association as their sole and exclusive bargaining agent:

NOW, THEREFORE, it is agreed as follows:

1. Appropriate Bargaining Unit. The appropriate bargaining unit shall include all full-time teaching faculty members employed by the Board, but excluding the President, Assistant to the President, Business Manager, Deans, Associate Deans, Directors, Counselors, Librarians, part-time employees, supervisors as defined in Section 2 (11) of the National Labor Relations Act, all other professional personnel and all non-teaching personnel employed by the Board. The term "full-time teaching faculty member" shall mean a faculty member with a full-time teaching faculty member employment contract and who is under contract for at least three (3) quarters in one academic year.

2. All of the full-time teaching faculty members employed as of April 18, 1972, shall be eligible to vote in the secret ballot election hereinafter provided for.

3. A ballot shall be prepared, a sample of which is attached hereto and made a part hereof. The ballot shall include the following statement: "Do you wish to be represented for the purposes of collective bargaining by the John A. Logan IAHE Association?" A "YES" and "NO" square shall be provided.

4. The election provided for herein shall be conducted by the American Arbitration Association, which shall have charge of and make provisions for said election, not inconsistent with the provisions set forth herein, canvass the vote and certify the result thereof.

5. The election shall be held on April 25, 1972, between the hours of 8:00 A.M. and 12:00 noon. The polling place shall be Board Conference Room. Physical arrangements for voting shall be determined by mutual agreement, or in the absence of mutual agreement, by the American Arbitration Association.

6. If the Association receives votes from a majority of those eligible to vote, the American Arbitration Association shall certify the Association as the sole and exclusive bargaining unit for the full-time teaching faculty members in the appropriate bargaining unit. If the Association fails to receive such a majority, the American Arbitration Association shall certify the results thereof. In such event, the Association agrees it will not make any requests or demands for recognition for a period of at least two years following the date of the election.

7. The costs of the service provided by the American Arbitration Association shall be borne solely by the Association.

8. If the Association is certified as the sole and exclusive bargaining agent, the parties agree to meet at reasonable times to negotiate salaries, fringe benefits and other employment conditions of the full-time teaching faculty members covered by this Agreement for the 1972-73 academic year. The term "academic year" shall commence with the Fall quarter, and shall include the immediately following Winter, Spring and Summer quarters. Both parties shall have the right to designate their respective representatives for the purposes of such negotiations and neither party will attempt to exert any control over the selection of the other party's representatives.

9. Matters Excluded from Negotiations. The parties recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the operation of John A. Logan College, that the Board must operate in accordance with all statutory provisions of the State of Illinois and such other rules and regulations promulgated in accordance with such statutes, and that the Board cannot reduce, negotiate, or delegate said legal responsibilities. It is further agreed that the organizational structure of the College shall not be subject to negotiations.

10. Impasse procedure. If the Board or its representatives and the Association reach an impasse in discussions, either the Board or the Association may request the Federal Mediation and Conciliation Service to provide a mediator to assist the parties in reaching an agreement.

11. Non-Discrimination. Membership in the Association or any other employee organization or association shall not be a condition of employment for any full-time teaching faculty member covered by this Agreement. The Association agrees not to interfere with the right of the full-time teaching faculty members covered by this Agreement to become or not become members of the Association and there shall be no discrimination against any such faculty members covered by this Agreement because of Association membership or non-membership.

12. Non-Interruption of Work. Neither the Association or any of the full-time teaching faculty members covered by this Agreement will instigate, promote, sponsor, engage in or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations (including but not being limited to picketing) of John A. Logan College regardless of the reasons for so doing. Any or all faculty members who violate this provision may be terminated or otherwise disciplined by the Board.

The Association recognizes that all full-time teaching faculty members who hold a position of office or committeeman of the Association occupy a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this agreement. To this end, the Association will keep the Board advised of the names of full-time teaching faculty members holding the various offices and positions mentioned, and will promptly advise the Board of any changes therein. Further, the Association agrees to notify all Association officers and committeemen of their obligation and responsibility for maintaining compliance with this paragraph, including

(a) Their responsibility to be personally familiar with the provisions of this agreement and to abide by them;

(b) Their responsibility to abide by the provisions of this agreement by remaining at work during any interruption which may be initiated by others; and

(c) Their responsibility, in event of breach of this agreement by other full-time teaching faculty members and upon the request of the Board, to encourage full-time teaching faculty members violating this agreement to return to work.

Each Association officer and committeeman shall sign an acknowledgment of these responsibilities upon request of the Board or its representatives.

13. Redetermination of Association's Majority Status. Recognition by the Board of the Association as the exclusive bargaining agent shall continue for a period of one (1) year or the term of an agreement negotiated pursuant to the provisions of this Agreement, whichever occurs later, provided that no sooner than 90 days, nor later than 60 days prior to the expiration of said one (1) year period, or the expiration date of an agreement negotiated pursuant to the provisions of this Agreement, whichever occurs later, the Board or any employee organization may request a new determination of the majority status of the Association. Such request may be made by the Board if it has received written notice from at least 30 percent of the full-time teaching faculty members in the bargaining unit, as defined in Paragraph 1 of this Agreement, stating that they no longer desire to be represented for the purposes of collective bargaining by the Association. Such request may be made by any employee organization by submitting to the Board the signatures of at least 30 percent of the full-time teaching faculty members in the bargaining unit, as defined in Paragraph 1 of this Agreement, authorizing and designating it to represent the employees as the sole and exclusive bargaining representative for the purposes of collective negotiations. To be valid, signatures must be no more than three months old.

Within 10 school days of the timely receipt of such requests by the Board, the Board or its representatives will meet with the Association, and with the petitioning organization, if any, for the purpose of determining and certifying the validity of the signatures, establishing the rules, date, time and conduct of a secret ballot election, the responsibility for paying the costs, and certifying the results of such election. The election shall be decided by a majority of those eligible to vote.

The election shall be conducted by the American Arbitration Association and the American Arbitration Association shall decide any election matter unresolved by the parties.

14. Savings Clause. None of the foregoing shall be construed as requiring either party to do anything inconsistent with federal or state law.

15. Incorporation of Agreement. This Agreement shall be part of every agreement which may be in effect hereafter between the Board and the Association.

Executed this 18th day of April, 1972.

BOARD OF TRUSTEES OF JUNIOR
COLLEGE DISTRICT NO. 530,
COUNTIES OF WILLIAMSON,
JACKSON, FRANKLIN AND
PERRY, AND STATE OF ILLINOIS.

BY
Nathan A. Ivey, President
John A. Logan College

BY
Norman K. Myers, Secretary
Board of Trustees

JOHN A. LOGAN IAHE
ASSOCIATION

BY
C. Denny Freese, President

BY Katherine Derbak
Katherine Derbak, Secretary

OFFICIAL SECRET BALLOT

Do you wish to be represented for the purposes of collective bargaining by:

THE JOHN A. LOGAN IAHE ASSOCIATION

MARK AN "X" IN THE SQUARE OF YOUR CHOICE

YES ☐

NO ☐

DO NOT SIGN THIS BALLOT. Fold and drop in ballot box. If you spoil this ballot return it to the Election Agent for a new one.

JOHN A. LOGAN COLLEGE
Carterville, Illinois 62918

FULL TIME TEACHING FACULTY

Autry, Donald C.
Bechtel, Jerry L.
Blakely, Helen
Boehne, Don P.
Chiodini, Beatrice
Derbak, Katherine
DeSoto, Jerry D.
Everingham, Shirley
Fell, J. Bruce
Freese, C. Denny
Garrison, Carol
Gayer, Bill T.
Gold, Beverly
Greenlee, Kenneth L.
Hall, Ronald D.
Hill, Shirley A.
Jackson, William C.
Kent, Gary
Klein, Rachel
Kuruc, John L.
Landes, Robert R.
McInturff, Paul E.
Maple, Karl E.
Mitchell, Carol
Moore, Jesse E.
Morgan, Marion M.
Morris, Donald
Packard, David M.
Perkins, Harold E.
Peterson, Anne
Popp, R. Terry
Randolph, Barbara
Rivers, Jon
Sala, John C.
Sala, Karen
Showers, Judy
Stadler, Al M.
Tackett, Verlin
Yates, Glenn E.

I, Earl R. Milton, Business Manager, John A. Logan College hereby certify that the above is a complete list of full time teaching faculty members employed as of April 18, 1972.

/s/ Earl R. Milton

Subscribed and sworn to before me this 18th day of April, 1972.

This list approved by
John A. Logan IAHE Association
Committee.
/s/ Alphonse M. Stadler
/s/ Karl S. Maple
/s/ John L. Kuruc, Jr.

/s/ Phyllis Ann Butler
(Notary Public)

West Frankfort, Illinois
(Notary's [illegible])

AGREEMENT TO AMEND RECOGNITION AGREEMENT

It is hereby agreed to amend the Recognition Agreement dated April 18, 1972, by and between the Board of Trustees, Community College District No. 530 and John A. Logan IAHE Association to include the following:

10. Impasse procedures shall be in accordance with the provisions of Chapter 48, Paragraph 1712, Section 12, Illinois Revised Statutes. However, should legislation be adopted subsequent to the signing of this Agreement making impasse procedures optional or negotiable, then the portion of this Agreement dealing with impasse procedures shall become null and void, and Item 10 of the Recognition Agreement shall revert back to the wording of the 1981-84 Agreement.

12. Strikes. A strike shall only be called or participated in under the conditions set forth under Chapter 48, Paragraph 1713, Section 13, Illinois Revised Statutes. However, should legislation be adopted subsequent to the signing of this Agreement making strike procedures optional or negotiable, then the portion of this Agreement dealing with strike procedures shall become null and void, and Item 12 of the Recognition Agreement shall revert back to the wording of the 1981-84 Agreement.

BOARD OF TRUSTEES
COMMUNITY COLLEGE DISTRICT NO. 530
COUNTIES OF WILLIAMSON, JACKSON,
FRANKLIN, PERRY, RANDOLPH, AND STATE
OF ILLINOIS

JOHN A. LOGAN IAHE ASSOCIATION

BY______________________________ BY______________________________

BY______________________________ BY______________________________

JOHN A. LOGAN COLLEGE
CARTERVILLE, IL 62918

1987-88 SALARY SCHEDULE FOR TEACHING FACULTY

	BELOW			MS	MS	MS	MS	MS	MS	MS	PHD
YR	BS	BS	MS	+8	+16	+24	+32	+40	+48	+56	
0	19490	20482	21052	21622	22192	22762	23332	23902	24472	25042	25612
1	20055	21047	21617	22187	22757	23327	23897	24467	25037	25607	26177
2	20620	21612	22182	22752	23322	23892	24462	25032	25602	26172	26742
3	21185	22177	22747	23317	23887	24457	25027	25597	26167	26737	27307
4	21750	22742	23312	23882	24452	25022	25592	26162	26732	27302	27872
5	22315	23307	23877	24447	25017	25587	26157	26727	27297	27867	28437
6	22880	23872	24442	25012	25582	26152	26722	27292	27862	28432	29002
7	23445	24437	25007	25577	26147	26717	27287	27857	28427	28997	29567
8	24010	25002	25572	26142	26712	27282	27852	28422	28992	29562	30132
9	24575	25567	26137	26707	27277	27847	28417	28987	29557	30127	30697
10	25140	26132	26702	27272	27842	28412	28982	29552	30122	30692	31262
11	25705	26697	27267	27837	28407	28977	29547	30117	30687	31257	31827
12	26270	27262	27832	28402	28972	29542	30112	30682	31252	31822	32392
13	26835	27827	28397	28967	29537	30107	30677	31247	31817	32387	32957
14	27400	28392	28962	29532	30102	30672	31242	31812	32382	32952	33522
15	27965	28957	29527	30097	30667	31237	31807	32377	32947	33517	34087
16	28530	29522	30092	30662	31232	31802	32372	32942	33512	34082	34652
17	29095	30087	30657	31227	31797	32367	32937	33507	34077	34647	35217
18	29660	30652	31222	31792	32362	32932	33502	34072	34642	35212	35782
19	30225	31217	31787	32357	32927	33497	34067	34637	35207	35777	36347
20		31782	32352	32922	33492	34062	34632	35202	35772	36342	36912
21			32917	33487	34057	34627	35197	35767	36337	36907	37477
22				34052	34622	35192	35762	36332	36902	37472	38042
23					35187	35757	36327	36897	37467	38037	38607
24						36322	36892	37462	38032	38602	39172

APPENDIX B-1

JOHN A. LOGAN COLLEGE
CARTERVILLE, IL 62918

1988-89 SALARY SCHEDULE FOR TEACHING FACULTY

YR	BELOW BS	BS	MS	MS +8	MS +16	MS +24	MS +32	MS +40	MS +48	MS +56	PHD
0	19905	20897	21467	22037	22607	23177	23747	24317	24887	25457	26027
1	20550	21542	22112	22682	23252	23822	24392	24962	25532	26102	26672
2	21195	22187	22757	23327	23897	24467	25037	25607	26177	26747	27317
3	21840	22832	23402	23972	24542	25112	25682	26252	26822	27392	27962
4	22485	23477	24047	24617	25187	25757	26327	26897	27467	28037	28607
5	23130	24122	24692	25262	25832	26402	26972	27542	28112	28682	29252
6	23775	24767	25337	25907	26477	27047	27617	28187	28757	29327	29897
7	24420	25412	25982	26552	27122	27692	28262	28832	29402	29972	30542
8	25065	26057	26627	27197	27767	28337	28907	29477	30047	30617	31187
9	25710	26702	27272	27842	28412	28982	29552	30122	30692	31262	31832
10	26355	27347	27917	28487	29057	29627	30197	30767	31337	31907	32477
11	27000	27992	28562	29132	29702	30272	30842	31412	31982	32552	33122
12	27645	28637	29207	29777	30347	30917	31487	32057	32627	33197	33767
13	28290	29282	29852	30422	30992	31562	32132	32702	33272	33842	34412
14	28935	29927	30497	31067	31637	32207	32777	33347	33917	34487	35057
15	29580	30572	31142	31712	32282	32852	33422	33992	34562	35132	35702
16	30225	31217	31787	32357	32927	33497	34067	34637	35207	35777	36347
17	30870	31862	32432	33002	33572	34142	34712	35282	35852	36422	36992
18	31515	32507	33077	33647	34217	34787	35357	35927	36497	37067	37637
19	32160	33152	33722	34292	34862	35432	36002	36572	37142	37712	38282
20	32805	33797	34367	34937	35507	36077	36647	37217	37787	38357	38927
21		34442	35012	35582	36152	36722	37292	37862	38432	39002	39572
22			35657	36227	36797	37367	37937	38507	39077	39647	40217
23				36872	37442	38012	38582	39152	39722	40292	40862
24					38087	38657	39227	39797	40367	40937	41507

JOHN A. LOGAN COLLEGE
CARTERVILLE, IL 62918

1989-90 SALARY SCHEDULE FOR TEACHING FACULTY

YR	BELOW BS	BS	MS	MS +8	MS +16	MS +24	MS +32	MS +40	MS +48	MS +56	PHD
0	20115	21107	21677	22247	22817	23387	23957	24527	25097	25667	26237
1	20835	21827	22397	22967	23537	24107	24677	25247	25817	26387	26957
2	21555	22547	23117	23687	24257	24827	25397	25967	26537	27107	27677
3	22275	23267	23837	24407	24977	25547	26117	26687	27257	27827	28397
4	22995	23987	24557	25127	25697	26267	26837	27407	27977	28547	29117
5	23715	24707	25277	25847	26417	26987	27557	28127	28697	29267	29837
6	24435	25427	25997	26567	27137	27707	28277	28847	29417	29987	30557
7	25155	26147	26717	27287	27857	28427	28997	29567	30137	30707	31277
8	25875	26867	27437	28007	28577	29147	29717	30287	30857	31427	31997
9	26595	27587	28157	28727	29297	29867	30437	31007	31577	32147	32717
10	27315	28307	28877	29447	30017	30587	31157	31727	32297	32867	33437
11	28035	29027	29597	30167	30737	31307	31877	32447	33017	35587	34157
12	28755	29747	30317	30887	31457	32027	32597	33167	33737	34307	34877
13	29475	30467	31037	31607	32177	32747	33317	33887	34457	35027	35597
14	30195	31187	31757	32327	32897	33467	34037	34607	35177	35747	36317
15	30915	31907	32477	33047	33617	34187	34757	35327	35897	36467	37037
16	31635	32627	33197	33767	34337	34907	35477	36047	36617	37187	37757
17	32355	33347	33917	34487	35057	35627	36197	36767	37337	37907	38477
18	33075	34067	34637	35207	35777	36347	36917	37487	38057	38627	39197
19	33795	34787	35357	35927	36497	37067	37637	38207	38777	39347	39917
20	34515	35507	36077	36647	37217	37787	38357	38927	39497	40067	40637
21	35235	36227	36797	37367	37937	38507	39077	39647	40217	40787	41357
22		36947	37517	38087	38657	39227	39797	40367	40937	41507	42077
23			38237	38807	39377	39947	40517	41087	41657	42227	42797
24				39527	40097	40667	41237	41807	42377	42947	43517

APPENDIX B-3

JOHN A. LOGAN COLLEGE

1987-1988, 1988-89 and 1989-90 Extra Credit, Summer School, Independent Study and Modified Instruction Pay Rates

	1987-88 Extra Credit	1988-89 Extra Credit	1989-90 Extra Credit	1987-90 Summer	1987-90 Independent Study & Modified Instruction
ABELL, MARY ELLEN	364	371	380	470	24
AHMAD, AHRAR	300	300	300	400	20
AUTRY, DON	427	431	436	554	28
BAKER, TIM	325	335	346	425	20
BARNSTABLE, ANN	358	366	375	462	23
BECHTEL, JERRY	488	489	491	636	33
BETTS, KAREN	325	335	346	425	21
BLEYER, SHERYL	325	335	346	425	21
BOEHNE, DON	426	430	436	523	28
BROWNING, RON	423	428	433	560	31
BRYAN, SUE	325	335	346	425	20
BYRD, MARY	325	335	346	425	21
CALDWELL, GARY	348	356	366	449	23
CARROLL, MARION	325	335	346	425	26
CLARK, JENEECE	300	300	300	400	20
DAVENPORT, GAYLE	325	335	346	425	26
DEHOFF, JOHN	468	470	473	609	31
DESOTO, JERRY	414	419	425	537	27
EBERSOHL, ERIC	300	300	300	400	20
EVERINGHAM, SHIRLEY	348	356	366	449	23
FALCONE, STEVE	325	335	346	425	23
FELL, BRUCE	396	402	408	513	26
FINNEY, JANICE	366	373	382	473	24
FITZGERALD, JOHN	389	395	403	504	26
GARRISON, CAROL	477	479	481	622	31
GAYER, BILL	404	410	416	525	27
GIBSON, JAMES	325	335	346	425	23
GREENLEE, KENNETH	470	472	475	612	31
HALL, RONALD	404	410	416	524	27
HINES, LORA	300	300	300	400	20
HOLLOWAY, CAROLYN	300	300	300	400	20
IZETT, SUE	372	379	387	481	24
KENT, GARY	391	397	404	506	26
KILLIAN, ROBERT	406	411	418	526	27
KURUC, JOHN	494	496	497	645	33
LANDES, ROBERT	355	363	372	458	23
LAWSON, CAROLE	325	335	346	425	25
MAPLE, KARL	434	439	443	565	29
MCINTURFF, PAUL	517	517	517	675	35
MITCHELL, CAROL	403	409	415	523	27
MONAHAN, SANDY	325	335	346	425	20
MOORE, JESSE	472	474	477	615	31
MORGAN, MIKE	429	433	438	557	28
NALL, HELEN	448	452	456	583	30
PACKARD, DAVE	490	491	493	639	33
PATCHETT, BARBARA	414	419	425	538	27
POPP, TERRY	414	419	425	537	27
PROFILET, JOHN	428	432	437	556	28
RANDOLPH, BARBARA	360	368	377	466	24
REES, NORMAN	420	425	430	545	28
RENTFRO, TERRI	325	335	346	425	22
RIVERS, JON	416	421	427	541	28
ROACH, PAUL	331	340	352	427	21
SALA, KAREN	356	364	373	460	23
SEGAL, BEVERLY	462	465	465	601	31
SMOTHERS, JACK	355	363	372	459	23
STADLER, AL	450	453	457	585	30
STANLEY, TERRY	332	341	351	428	22
STONEBURNER, ROBERTA	300	300	300	400	20
TAYLOR, LINDA	325	335	346	425	20
THOMAS, KAREN	325	335	346	425	20
YATES, GLENN	468	470	473	609	31

JOHN A. LOGAN COLLEGE
1987-88
Released Time and Stipends

Assignment	Annual Released Time	Annual Stipend
Division Chairpersons	12 hours	$5,000
Developmental Reading Program Speakers	--	$ 150
Planning Council	--	$ 500
Scholarbowl Coach	--	$1,000
Play Director	10 hours	--
Sponsor of Volunteer	4 hours	--
Sponsor of Literacy Magazine	4 hours	--
Director of Forensics	5 hours	--
Director of JALC Singing Group	4 hours	--
Coordinator of Orientation 100	2 hours	--
Director of Museum and Galleries	6 hours	--
Tennis Coach	--	$1,800

INSTRUCTOR APPROVED WORK EXPERIENCE

1. Academic courses must be substantiated by an official transcript.
2. Work experience must be verified by employer or individual faculty member in case of self-employment.
3. Work experience must be listed by clock hours.
4. All work experience must be after graduation from high school.
5. Two-thirds must be in a specialty area. One-third may be in a related area.

APPROVED WORK EXPERIENCE AFTER EARNED MASTER'S DEGREE

1. Approved work experience will be accumulated for credit after the master's degree has been earned. Approved work experience earned before the master's degree has been earned will be accumulated and held in escrow until the master's degree has been earned at which time it will be applied for credit.

2. A written proposal, that outlines the work experience and requests conditional approval, must be submitted prior to the beginning of the work experience.

3. Distribution of Approved Work Experience

    A, New experiences in teaching specialty (Maximum - 7 equated hours)

    B. Experiences in deficient areas (Maximum - 21 equated hours)

    C. New related occupational experiences (Maximum - 28 equated hours)

4. A written summary of completed work experience must be submitted when requesting final approval.

    A. Verification of hours by employer or faculty member if self-employed

    B. List work experience

    C. Description of work experience

JOHN A. LOGAN COLLEGE
Community College District No. 530
Carterville, IL 62918

EMPLOYMENT CONTRACT

This employment contract entered into by and between the Board of Trustees of Community College District No. 530 (herein called "Board") and ______________________________, a legally qualified teacher (herein called the "teacher"), is as follows:

1. That the teacher is employed for the academic year ______.

2. This contract is subject to all of the provisions of the Agreement by and between the Board and the John A. Logan IAHE Association dated September 5, 1978, which said Agreement is incorporated herein by reference.

3. That the teacher shall not be entitled to any compensation for any period of time during which the teacher is absent from duty unless otherwise provided by the rules, regulations, or orders of the Board.

4. That the teacher shall abide by all rules, regulations, and orders established by the Board.

5. That the teacher agrees to perform the duties of a full-time teaching faculty member for the _________ academic year, commencing on the ________ day of _______________, 19____, and ending on the ________ day of _______________, 19 ______.

6. That for teaching during the period covered by this contract, the teacher will be paid according to his placement on the salary schedule to be computed in accordance with the Agreement above mentioned between the Board and the John A. Logan IAHE Association. This contract recognizes _________ years of full-time teaching experience, __________________

degree, and a total of ________ semester hours of credit in the case of vocational-technical education instructors.

7. Failure on the part of the teacher to accept this employment contract by affixing his/her signature and delivering or mailing one copy to the office of the President, Illinois Community College District No. 530, Carterville, Illinois, within thirty (30) days, shall be construed as a rejection of this appointment by the teacher.

Date	Signature of Appointee
Date	President, John A. Logan College

IL

CONTRACTUAL AGREEMENT between
ILLINOIS COMMUNITY COLLEGE DISTRICT 525
and the JOLIET JUNIOR COLLEGE FACULTY COUNCIL, AFT-LOCAL 604

1986-88

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ARTICLE ONE UNION RECOGNITION AND BARGAINING UNIT

Section 1.1

1.1.1 The Board of Trustees of Illinois Community College District No. 525 (henceforth referred to as "the Board"), State of Illinois, recognizes the Joliet Junior College Faculty Council, AFT-Local 604 (henceforth referred to as the "Union"), as the exclusive bargaining representatives for all full-time faculty members (those teaching more than eight (8) credit hours per semester with the exception indicated in Paragraph 1.1.4 of this section), counselors, librarians, advisors, and department chairpersons. Excluded from the bargaining unit are the College President, other administrative, executive and supervisory personnel.

1.1.2 The personnel represented by the Union as identified in Paragraph 1.1.1 shall henceforth in the contract be referred to as "faculty," except in contract provisions applicable to special classifications, i.e., counselors, librarians.

1.1.3 The Board recognizes the Union as the exclusive bargaining agent for those in the above designated unit. The scope of negotiations shall be as prescribed by law.

1.1.4 For the duration of this contract, the Board may hire instructors to teach nine (9) credit hours each without these instructors being considered full-time, subject to the following stipulations:

a. Each nine (9) credit hour part-time assignment must be agreed to by the appropriate department chairperson.

b. There may be no more than one (1) nine (9) credit hour part-time assignment in any department.

c. In the case of new programs, there may be two (2) nine (9) credit hour part-time assignments. This could not continue beyond the fourth (4th) semester of the program's operation.

d. The Union President shall be notified in writing of all such nine (9) credit hour part-time assignments, and such notification shall be prior to the commencement of such assignment unless circumstances reasonably preclude this.

Section 1.2

1.2.1 Those designated by the Union to bargain with the Board or its representative(s) shall represent all faculty members except those excluded in Paragraph 1.1.1 regardless of membership in the Union. However, such unaffiliated faculty members may confer with the President or the Board but shall not bargain concerning matters encompassed within this agreement. No member of the bargaining unit regardless of affiliation shall make any agreement with the College which would be contrary to the provisions of this agreement.

Section 1.3

1.3.1 The Board and the Union recognize that the Board shall retain whatever rights and authority are necessary for it effectively to carry out its responsibilities delegated to it by the laws of the State of Illinois, and through its chief administrative officer reserves final authority in all assignments. To this end, the Board manual of policies will include items not covered by this contract, which policies shall be consistent with the provisions of this agreement. The parties acknowledge that during the negotiations which resulted in this agreement, each had opportunity to make demands and proposals with respect to matters within the scope of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement; therefore, the Board and the Union for the life of this agreement each voluntarily and unqualifiedly waiver the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject. However, the Board agrees to consult with the Union in establishing pay rates for any new positions brought about by new programs not specifically mentioned in this agreement.

1.3.2 This agreement and its appendices supersede and cancel all previous agreements between the Board and the Union, and constitute the entire agreement between the parties. Any amendment or agreement supplement hereto shall not be binding upon either party unless executed in writing by the parties hereto.

Section 1.4

1.4.1 The Board and the Union recognize that the Union represents professional faculty and that the Board represents all the residents of Illinois Community College District 525, and that both parties have as their primary interest the welfare of the students attending the College.

ARTICLE TWO UNION-BOARD RELATIONS AND UNION ACTIVITIES

Section 2.1

2.1.1 Membership in the Union or any other employee organization not affiliated with the college shall not be a condition of employment for any faculty member. The Board and the Union shall not interfere with, intimidate, restrain, coerce, or discriminate against the professional staff of District 525 or the Board because of membership or non-membership in the Union.

2.1.2 Fair Share

2.1.2.1 If a faculty member covered by this Agreement does not join the Union, such faculty member will:

a. Execute an authorization for the deduction of a sum equivalent to the proportionate share of the cost of the collective bargaining process and contract administration as annually certified by the Union (hereinafter "Fair Share Fee"); or

b. Pay directly to the Union a like sum.

2.1.2.2 In the event such an authorization is not signed or such direct payment is not made within thirty (30) calendar days following the commencement of employment of the faculty member or the effective date of this Agreement, whichever is later, the Board shall deduct the Fair Share Fee in payments in the same manner as dues are deducted pursuant to Section 2.11.1.

2.1.2.3 The Union agrees to indemnify and save the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of section 2.1.2.2 above, including reimbursement for any legal fees or expenses incurred in connection therewith.

2.1.2.4 The Board agrees to promptly notify the Union in writing of any claim, demand, suit, or other form of liability in regard to which it will seek to implement the provisions of Section 2.1.2.2 above.

2.1.2.5 The provisions of this Fair Share Section (2.1.2) shall not apply to any person who was a member of the Bargaining Unit and did not belong to the Union as of July 1, 1984, except and unless should such person at some future date voluntarily agrees either to Fair Share provisions or to take out a membership in the Union.

2.1.2.6 Any faculty member objecting to the Fair Share Fee based upon bona fide religious tenets or teaching of a church or religious body of which such employee is a member shall pay an amount equal to the Fair Share Fee to a non-religious charitable organization. Such organization shall be mutually agreed upon by the faculty member and the Union, or in the absence of such agreement, to an organization on the approved list of charitable organizations established by the Illinois Educational Labor Relations Board.

2.1.2.7 The procedures employed for the implementation of fair share and the rules for the implementation of fair share shall be those established by the Educational Labor Relations Act, Illinois Revised Statutes, chapter 38, Section 1711 and by the Illinois Educational Labor Relations Board.

Section 2.2

2.2.1 Rights, benefits, and responsibilities of faculty members set forth in this agreement shall apply to any individual full-time, extra class, or extra-pay contract employment with the Board. However, no part-time instructor shall receive benefits greater than those granted to full-time faculty. In the event of conflict between the terms of an individual contract of such employment and the terms of this agreement, the latter shall be controlling.

Section 2.3

2.3.1 The Board shall make available to the Union upon its request any and all statistics and records which are public information and which are relevant to negotiations or necessary for the processing of a grievance or the enforcement of the terms of this agreement.

Section 2.4

2.4.1 The president of the Union will be granted two (2) additional personal leave days to be used at his/her discretion for union services.

2.4.2 The president or chief negotiator of the Union will be granted up to four (4) additional personal leave days to be used at his/her discretion for Union purpose only during the semester immediately prior to the termination of the present agreement.

2.4.3 The Union president (or designee) shall be granted released time necessary to attend the annual (or bi-annual) convention of the State or National affiliate of the Union. The Union president (or designee) shall be excused for this purpose without loss of salary or leave days, provided the Union shall reimburse the college in advance in an amount equal to the substitute rate times the number of contact hours from which the president (or designee) is released. The Union president (or designee) shall give notice of intention to use such time in writing to the College president or designee at least ten (10) working days in advance.

Section 2.5

2.5.1 The Union may make use of college facilities and equipment within the guidelines of established Board policy.

Section 2.6

2.6.1 Before scheduling Union meetings, the officers shall check the calendar of the school schedule to make certain there are no faculty meetings called for that time and immediately upon completion of such scheduling, notice shall be given to the president of the college.

2.6.2 It is also recognized that the parties will find it necessary to schedule meetings which do not appear on the pre-planned calendar. If the Union sees the need for such an unscheduled meeting, it will so notify the president's office at least twenty-four (24) hours in advance. The president's office will, after checking its calendar, make every effort to make room for the meeting to be held after normal daytime teaching hours, and if unable to do so, will so notify the Union immediately.

Section 2.7

2.7.1 The Union shall be provided with bulletin board space to post notices and other materials related to Union activities. The bulletin board space allocated shall be labeled for Union use and only Union representatives shall have authority to post materials on the bulletin board. All notices and materials must be signed or initialed by an authorized union representative. In addition, the Union shall be provided space for maintaining records.

2.7.2 The Board shall seek to adjust office assignments so that during the term of office the Union president shall have a one-person office available to him/her.

Section 2.8

2.8.1 Union representatives shall have the right to place appropriate Union material in faculty mailboxes. All notices and materials must be signed or initialed by an authorized Union representative.

Section 2.9

2.9.1 The Board shall furnish the Union president with three (3) copies of the Board meeting agenda in advance of each regular or special Board meeting and notification in advance of a study session of the Board. A copy of the minutes of the immediate past meeting will be furnished the Union president by 12:00 noon on the second working day after these minutes have been officially approved by the Board.

Section 2.10

2.10.1 The Board and the Union agree that they shall continue their practice of not illegally discriminating on the basis of race, religion, sex, age, handicap, or national origin.

2.10.2 An alleged violation of this section shall not be subject to the arbitration provisions of the grievance procedure contained in this Agreement unless concurrent with the notice to proceed to arbitration the Union and all grievants concurrently submit a comprehensive waiver and release of all rights to institute a similar allegation to any administrative agency, court or other forum and agree to be bound by the award of the arbitrator herein.

Section 2.11

2.11.1 The Board will deduct Union dues from the pay of each faculty member from whom it receives written authorization, such deduction to be effective no later than thirty (30) calendar days after its receipt and to continue pursuant to its terms until amended or revoked, provided all such deductions shall occur between the second regular paycheck in September and the following nine (9) regular paychecks, inclusive. Deductions for each faculty member shall not vary for such faculty member during any single academic year. A list of the employees for whom deductions have been made and an accounting of amounts collected and of amounts due shall be forwarded to the treasurer of the Union no later than fifteen (15) days after such deductions have been made. The Union agrees to refund to the Board any dues which may have been erroneously remitted to the Union. The dues authorization form shall be mutually agreed upon by the Board and the Union.

Section 2.12

2.12.1 The President of the College and/or his designated representative shall meet with the President of the Union and/or his representatives at least once each month during the life of the agreement at a mutually agreeable time and place. Upon request, either party shall indicate in advance the item(s) which it desires to discuss.

Section 2.13

2.13.1 The Board will furnish one (1) copy of the contract to every member of the bargaining unit. In addition, thirty-five (35) copies will be provided to the Union president. Additional copies may be requested through the personnel office with ample notice.

Section 2.14

2.14.1 The Board agrees to pay for any member of the bargaining unit fifty per cent (50%) of professional dues (not to exceed $60. per year) for membership in any professional organizations previously approved by the appropriate vice president.

Section 2.15

2.15.1 Before the administration recommends the official school calendar to the Board of Trustees, the President of the College will ask the Union (faculty) representative for recommendations.

Section 2.16

2.16.1 Full-time faculty members and their spouse and dependent children shall be entitled to enroll in courses offered by Joliet Junior College, with all tuition charges waived.

ARTICLE THREE DEPARTMENT CHAIRPERSON

Section 3.1

3.1.1 Between March first (1st) and March tenth (10th) of each odd-numbered year each department shall recommend by secret ballot a full-time faculty person or persons for the position of department chairperson. The balloting procedure shall be under the supervision of the most senior faculty member of each department who is not then a department chairperson. The results of the balloting shall be promptly submitted to the vice president for academic affairs. If the balloting shall disclose that two-thirds (2/3) or more of the faculty of a department concur in the recommendation for chairperson, the vice president for academic affairs shall endorse such recommendation or if the vice president wishes to recommend contrary to the majority vote of the department, he must convey his reason in writing to the department. The vice president shall transmit the results of the balloting and his own recommendation through the president to the Board of Trustees in time to permit the Board to make appointments at its regular April meeting. All appointments shall be effective at the beginning of the first summer session and shall continue for two (2) academic years. Any vacancy in the position of department chairperson shall temporarily be filled by appointment of the vice president for academic affairs until an election shall be held in the same manner. If, in the opinion of the administration or the department, the department chairperson has not fulfilled the responsibilities of the position appropriately at the end of the first year of the term either may request a department vote of confidence to be held prior to April 15. If the department chairperson fails to secure a majority vote of confidence, an election as described above shall be held in sufficient time for the Board of Trustees to make an appointment at its next regular meeting.

Section 3.2 EXTRA-PAY FOR DEPARTMENT CHAIRPERSON

3.2.1 Each department chairperson will receive a total basic stipend of one thousand five hundred eighty-three dollars ($1,583) for duties performed. Those duties performed for the portion of the academic year being defined as the fall and spring semesters - day only.

3.2.2 The stipend, along with the released time discussed in 3.3.3 shall be compensation for the duties and responsibilities for the department chairperson position established. These duties and responsibilities are enumerated as a part of the Board adopted job description for department chairperson. (An additional stipend shall be paid based upon semester credit hours reported in the college's official state apportionment claim to the Illinois Community College Board for a given department). This additional stipend will be paid on a semester basis in accordance with the following schedule:

Total Department Credit Hours/Semester	Extra Stipend
2,000-2,500 semester credit hours	$ 75.
2,501-3,000 semester credit hours	$ 125.
3,001-3,500 semester credit hours	$ 175.
3,501-4,000 semester credit hours	$ 225.
4,001-4,500 semester credit hours	$ 275.
4,501-5,000 semester credit hours	$ 325.
5,001-6,000 semester credit hours	$ 375.

[$375 + six cents ($.06) per semester credit hour for each hour more than 6,000].

3.2.3 Additional compensation shall be paid to department chairpersons for summer school supervision and evening school supervision in accordance with the following schedule.

3.2.3.1 Summer school - A base stipend will be paid for each summer sesion. This stipend will vary in accordance with the following schedule depending upon the total number of full and part-time faculty (day and evening) employed to teach in a given department.

No. of Faculty	Base Stipend
1-6	$ 125.
7-12	$ 175.
13-18	$ 225.
19 or more	$ 275.

A supplemental stipend shall be paid at the rate of five cents ($.05) for each semester credit hour (day and evening) reported on the college's official state apportionment claim to the Illinois Community College Board for a given department.

3.2.3.2 Evening compensation shall be at the rate of five dollars ($5.) per part-time teacher plus six cents ($.06) for each semester credit hour reported on the college's official state apportionment claim to the Illinois Community College Board for a given department.

The previously described salary provisions shall apply to only persons whose jobs have been designated by the Board as department chairpersons.

Section 3.3 RELEASED TIME FOR DEPARTMENT CHAIRPERSON

3.3.1 With the understanding that no department chairperson shall have fewer than six (6) contact hours per semester, released time is based on the number of faculty supervised:

1-4 full time faculty members,	3 credit hours
5-10 full time faculty members,	6 credit hours
11 or more full time faculty members,	9 credit hours

Section 3.4

3.4.1 The appointment process and pay schedule for department chairpersons are considered a part of the Union-Board Master Agreement. However, in no way shall the duties of the department chairperson be negotiable or grievable under the terms of this agreement. The duties and responsibilities of department chairpersons are clearly administrative.

Section 3.5

3.5.1 Instructional supervisors may be appointed by the vice president for academic affairs after consultation with the department chairpersons, to supervise part-time instructors for each semester or summer session. Instructional supervisors will be compensated at the rate of thirty ($30) dollars for each visit to a part-time teacher supervised. Instructional supervisor duties shall be determined by the vice-president for academic affairs.

Section 3.6 COORDINATORS

3.6.1 The College and the Union recognize that the College must frequently depend upon highly specialized faculty members to guide and monitor specialty areas of instruction which lead to certificates and degrees within broad and diversified departments in order to realize maximum career potential for such programs. When a denial for a program coordinator is made, the Vice-President for Academic Affairs shall meet with the program Faculty to discuss program guidance and monitoring responsibilities, absent a Program

Coordinator. A part-time instructor shall be appointed only if there is not a qualified full time faculty member available.

3.6.2 The faculty member appointed as a coordinator shall be compensated as agreed by the department chairperson, vice-president and the faculty member. Such compensation shall be in the form of hour(s) of released time or a stipend, provided such stipend shall be equal to no less than $1,238.04 per three (3) semester hours of released time.

3.6.3 The duties of the coordinator shall be prescribed by the vice-president, in consultation with the department chairperson. These duties shall be made available to the faculty member in writing at the time the compensation is reviewed. The final agreement concerning compensation and duties will be made available to the Union president prior to Board approval.

3.6.4 The creation of a coordinator's position within new specific areas of instruction shall be considered upon the recommendation of the Curriculum Committee at the time a proposal to establish a new specific area of instruction is presented for its consideration.

ARTICLE FOUR SALARY AND RATES OF PAY

Section 4.1 ANNUAL SALARY GUARANTEE

4.1.1 The annual total of the basic salary shall not be reduced or increased by any change which might be made in the academic college calendar unless extenuating circumstances beyond the control of the Board make this impractical. The normal calendar shall include thirty-six (36) weeks of instruction.

Section 4.2 SALARY SCHEDULE (SEE APPENDIX A)

4.2.1 Honorary degrees are not applicable in this article.

Section 4.3 INITIAL PLACEMENT

4.3.1 Initial placement on the salary schedule is made with respect to educational degrees and certificates from accredited institutions (must be accredited at the time the degree is awarded), experience, and other factors that may apply. Official transcripts from institutions above the high school level must be filed in the personnel office as well as other documents to support experience and qualifications upon which judgment for placement is made.

4.3.2 In computing credit for vertical step placement, year-to-year credit will be given for full-time status and full years completed in job assignments comparable to that for which the person is being employed up to a maximum of eight (8) years. A maximum of two (2) years of military experience will be included, when warranted. Step credit may be granted for work experience relevant to the position. Under no circumstances will vertical step credit afforded to any individual exceed a total of eight (8) years.

4.3.3 To be computed as graduate credit for columnar (horizontal) placement, graduate work will be in the professional area for which the faculty member is hired, with practicum experience included for counselors. A Bachelor's degree requiring more than 150 semester hours of college training shall be evaluated as a Master's degree.

4.3.4 Earned graduate hours must be subsequent to the last degree attained in order to qualify for advanced columnar placement. Normally thirty (30) semester hours are required for a Master's degree. However, in some Master's programs, as many as forty-five (45) or sixty (60) semester hours are required. In these cases, the evaluation shall be a Master's degree plus those hours in excess of the normal. (e.g., a Master's of Fine Arts which required sixty (60) semester hours shall be evaluated as a Master's plus thirty (30) semester hours). To qualify for placement on the Doctorate degree column a faculty member must have an earned doctorate which includes forty-five (45) or more graduate hours beyond the Master's degree.

4.3.5 For a person with a Bachelor's, or Associate degree, or without a degree, placement on the Master's degree column may be granted if the person has attained journeyman certification or other professional certification equivalent to journeyman status directly related to his or her teaching field. Work experience and/or related instruction applied to this provision may not be otherwise applied to vertical step credit and/or column credit on the salary schedule. This provision shall apply only in instances where the job vacancy being filled has been advertised with professional certification and/or journeymen certification as a job qualification. For purposes of administering this provision, journeyman certification shall meet the requirement of the U.S. Department of Labor. At the time of initial placement, persons qualifying under this provision will be apprised of the options of accepting step credit for their work experience and will be asked to sign a statement accepting whichever placement they prefer for the life of their employment with Joliet Junior College. Persons qualifying under this provision shall be eligible for Master's plus thirty placement if they hold a Master's degree at the time of initial employment.

4.3.6 The candidate will be given a copy of the Master Agreement between the Board and the Union at the time the contract for the position is presented to the candidate for his/her signature. The salary schedule placement of a new employee and the basis for that placement shall be made public at the Board meeting at which his/her appointment is approved and the basis for that placement shall be sent to the Union President or designee.

4.3.7 The President of the College, subject to the approval of the Board and subject to the provision of this agreement, may exercise judgment in the evaluation of a candidate's qualifications and placement of the candidate on the salary schedule, providing criteria for judgment is not in violation of the provisions of this contract.

SECTION 4.4 ADVANCEMENT ON THE SALARY SCHEDULE

4.4.1 Advancement vertically shall be dependent upon successful teaching, counseling, or library experience or their equivalent. Advancement horizontally ordinarily depends on the attainment of the required number of graduate hours earned subsequent to the highest degree used for placement or movement on the schedule. However, in special cases advancement may be achieved by the completion of an equal number of undergraduate hours, by attending institutes or workshops, by directly related work experience, or by their equivalents subsequent to initial placement. To qualify, these special cases must have prior approval of the vice president for academic affairs.

4.4.1.1 Workshops and Institutes - The nature of workshops and institutes can vary in terms of amount of preparation that is required to meet the workshop requirements. As a guideline, each credit toward advancement on the salary schedule would require from sixteen (16) to twenty-four (24) clock hours of workshop time. To qualify, these workshops must receive prior approval by the vice president for academic affairs.

4.4.1.2 Credit for Summer Work Experience - The guidelines will be that four (4) full years of appropriate work experience equals thirty (30) semester hours. Therefore, one summer would be equal to one-sixteenth of four (1/16 of 4) years. This divided into thirty (30) semester hours would mean that the faculty member would receive two (2) hours of credit for each summer of work experience. This two (2) hour equation is a guideline to use in allowing credit for summer work experience. This provision shall be limited to a maximum of six (6) credits for salary schedule advancement in this section. In general, at least two (2) years should elapse between periods wherein an employee is eligible for work experience credit. With proper approval, the first year of work experience in each new five-year period shall be commenced after the two-year period mentioned above. All course work or other activities for which a faculty member intends to seek salary schedule advancement, credit shall be directly related to the person's teaching field or work assignments (or applicable to future assignment change or work assignment change desired by the college) and shall have subject to prior approval of the vice president for academic affairs.

4.4.2 Faculty members employed below the minimum educational requirements as stated in the "Standards and Criteria" must complete these requirements within five (5) years. If the requirements are not met, the faculty member will be kept at the salary schedule step reached at the beginning of the fifth year.

4.4.3 Upon completion and evaluation of the educational requirements for movement to another column, the faculty member will be placed in the appropriate column and step. Additional step advancement will be subject to the evaluation and judgment of the president's office.

4.4.4 The professional training of faculty will be evaluated in terms of semester hours and upgrading of occupational expertise. To be considered for advancement on the salary schedule, all credits and evidence of upgrading will be filed with the vice president for academic affairs either on or before the end of the first week in November or on or before the end of the first week in March. Advancement recommendations will be acted upon at the Board meeting following the filing, with the salary adjustment being made retroactive to the beginning of the individual faculty member's current contract or the current semester.

4.4.5 All experience and class work must be verified through records, official transcripts and letters from former employers. These documents must be in the administrative file before approval is given.

4.4.6 Faculty who render satisfactory service will progress normally by steps of advancement on the salary schedule. Any faculty member not on continuing contract who is placed on probationary status will receive no increase in salary for the ensuing year. A faculty member not on continuing contract who received an unsatisfactory rating for two (2) successive years shall not be retained by the district. If the faculty member is reinstated and removed from probation, he/she shall be placed back on the step of the salary schedule that he/she would have achieved normally had he/she not been on probation and shall be paid the normal salary accorded that step of the schedule. He/she will not, under these circumstances, lose a year on the salary schedule.

4.4.7 Provisions 4.3.3, 4.3.4, and 4.3.5 shall apply to advancement on the salary schedule if attained after initial placement.

4.4.8 Graduate credits earned in programs primarily designed to train people for professions other than teaching shall be evaluated by the President, and those courses that have direct application to the teaching field shall be applicable to placement on the salary schedule. All new faculty members shall have such credits evaluated at the point of initial employment. All faculty members presently employed by District No. 525, who have completed such courses shall submit a list of courses with accompanying official transcripts.

4.4.9 After September, 1969, graduate hours to be counted for placement on the salary schedule shall be in the teaching field, or if outside the teaching field, shall have prior approval from the vice president for academic affairs.

4.4.10 In all cases, credits applied toward salary schedule advancement earned after September, 1969, shall have a grade average of no less than "B" with no grade of less than "C". Courses taken where letter grades are not given shall bear a mark acceptable for the graduate program at that institution.

4.4.11 On the salary schedule (steps A and B, respectively) represent length of service recognition and call for an additional stipend (see salary schedule) to be paid each year beginning with the 21st and 26th years of teaching. These steps will apply to those who have a minimum of ten (10) years professional experience in Community College District No. 525 plus enough credited years in the profession outside this district on the basis of one year for each such outside year of experience. Upon verification by the Personnel office of the faculty member's experience, movement to years' 21 and 26 is automatic. The credited experience will not include practice teaching, part-time teaching or assistantships on a college scholarship or fellowship. Fragments of years will not be counted. When experience other than teaching is credited on the salary schedule at the time of employment, the number of years credit shall also apply toward eligibility for years 21 and 26 on the salary schedule.

4.4.12 Persons whose initial placement was on the Bachelor's Associate degree/non-degree column may be placed on the Master's column after the attainment of thirty semester credit hours of activity applicable under the provisions of this contract. However, persons qualifying under this provision may not advance beyond the Master's column until a bonafide Master's degree has been obtained.

SECTION 4.5 SALARY SCHEDULE EXTRAPOLATIONS

4.5.1 Full-time faculty members who are employed to teach beyond the forty (40) week academic year (with the exception of summer school, which is on a part-time basis) will be paid an additional ten per cent (10%) of their academic year salary per month worked.

4.5.2 Faculty members are required to retire at the end of the school year during which they reach seventy (70) years of age, but appointment after seventy (70), if any, shall be on a year-to-year basis. This year shall begin on July first (1st).

4.5.3 Any full-time faculty member who at any time may become incapable of carrying a full work schedule may petition for a lighter load and be paid proportionally if recommended by the President and approved by the Board.

SECTION 4.6 RETURNING FACULTY

4.6.1 The salary of each member of the faculty in the bargaining unit shall be that salary listed in the salary schedule (Appendix A) which corresponds to his/her official records. Each full-time faculty member not currently at the maximum salary in his/her column shall proceed by annual increment until he/she reaches the maximum salary in his/her column, except when the faculty member is placed on probation.

SECTION 4.7 NEW FULL-TIME FACULTY MEMBERS

4.7.1 The employment contract submitted to a prospective faculty member for his/her signature shall include his/her horizontal and vertical placement on the salary schedule. In addition, he/she shall receive a letter which will specify the years of military, work and teaching experience and education for which he/she has been credited.

SECTION 4.8 USE OF FACULTY SUBSTITUTES

4.8.1 Faculty members employed for absent teachers, at the discretion of the immediate supervisor shall be paid $15.00 per contact hour.

SECTION 4.9

4.9.1 The calendar years shall be divided into two-week pay periods. Payment for the work done in the pay period (with the exception of overload and extra pay contracts) shall be made not later than one week following the last day of the pay period. Eleven-month (11) or twelve-month (12) employees shall be paid on the basis of twenty-six pays. Employees on contract of ten (10) months or less shall have the option of either a twenty (20) pay plan or a twenty-six (26) pay plan. Overload and extra-pay contracts shall be paid as promptly as feasible consistent with the work load of the Payroll Department.

4.9.2 Extra-pay and part-time contracts may receive a lump sum payment amount to be payable not later than the next regular payday following the last day of the work week in which the contract terminates, but only after the bargaining unit member desiring such a lump sum payment has made application in writing to the personnel office for such lump-sum payment with requested appropriate tax deduction one week prior to the beginning date of the assignment.

4.9.3 The first payment on overload and extra-pay contracts with requested appropriate tax deduction will be made not later than the second payday following the first week the overload or extra-pay has started.

Section 4.10 SUMMER SCHOOL

4.10.1 Assignment (See Appendix B)

4.10.2 Pay (See Appendix C)

Section 4.11 EVENING, SATURDAY, AND OFF-CAMPUS

4.11.1 Assignment (See Appendix D)

4.11.2 Pay (See Appendix C)

Section 4.12 EXTRA-PAY (See Appendix E)

ARTICLE FIVE - FACULTY APPOINTMENTS AND TENURE

Section 5.1 TERMS OF APPOINTMENT

5.1.1 All appointments to the faculty shall be made in the name of the College Board upon the recommendation of the President of the College.

5.1.2 The terms and conditions of every appointment will be stated in writing and be in the possession of both college and the candidate before the appointment is consummated. The Union will receive a copy of the Board agenda with the candidate's initial placement and the terms and conditions of the appointment.

Section 5.2 TYPES OF APPOINTMENT

5.2.1 NON-TENURED

Non-tenured appointments are for one (1) year subject to dismissal without cause. Said appointees shall upon request have a right to a hearing with the appropriate administrator about their dismissal. These appointments are subject to renewal on a year-to-year basis for a total period of three (3) years but not to exceed four (4) years unless an alternate period shall be authorized by law.

5.2.2 ADMINISTRATIVE

A person from the bargaining unit assigned to an administrative position shall not be deprived of tenure or credit accrued toward tenure should he/she return to full-time teaching.

Section 5.3 NON-RETENTION OF NON-TENURED APPOINTMENTS

5.3.1 ANNUAL REVIEW

The vice president for academic affairs or his/her designated representative will review annually the status of each non-tenured member. This review shall be summarized in writing and discussed with the member. The written report shall include the person's strengths and weaknesses and suggestions for improvement. A copy of the report shall be filed with the vice president for academic affairs bearing the signature of the person under consideration indicating he/she has seen the report.

5.3.2 RESIGNATION

Except by mutual consent, a resignation involving a termination of service made within sixty (60) days of the beginning of the next academic year shall be regarded as a breach of contract by the faculty member.

5.3.3 NON-RETENTION

The non-tenured faculty will be given written notice of non-reappointment or intention not to recommend reappointment not later than the regular March Board meeting of the first academic year of service or sixty (60) days prior to the end of the academic year, whichever shall last occur.

Section 5.4 TENURED APPOINTMENTS

5.4.1 The tenure policy of Community College District No. 525 shall conform to state law.

5.4.2 PROCEDURE

5.4.2.1 After the expiration of a non-tenured appointment as defined by state law, i.e., after three (3) years of satisfactory service, but not to exceed four (4) years, a faculty member must be granted tenure if employment is continued.

5.4.2.2 A tenure committee will be established to process recommendations from the vice president for academic affairs or his/her designated representative.

5.4.2.3 The President of the College will present the committee's recommendations to the Board with his/her recommendations.

5.4.3 TENURE COMMITTEE

5.4.3.1 Composition

The Tenure Committee shall be composed of five (5) tenured faculty members elected at the first faculty meeting of the school year.

5.4.3.2 Procedures

The committee has the power to design its own system of judgment, and any evaluations made by the committee shall remain confidential.

5.4.3.3 Duties

It shall be the duty of the Tenure Committee to process the recommendations of the appropriate dean or his/her designated representative as to whether a faculty member should be given tenure at the end of three (3) years of service or to recommend a fourth (4th) year of service before granting tenure. These recommendations should reach the Tenure Committee by January 15.

5.4.4 PRIVILEGES

Individuals on tenure enjoy continuous employment subject to dismissal for:

5.4.4.1 Reasons for removal or suspension of faculty on tenure initially granted by District 525 shall be:

5.4.4.1.1 a) Incompetency as a teacher

5.4.4.1.2 b) Negligence

5.4.4.2 Reduction in Staff

Termination of a continuous appointment because of financial exigency or because of cutbacks in program shall be demonstrably bona fide and based on seniority. If the Board increases the number of faculty or reinstates the discontinued position within two academic years, tenured faculty will be given first priority for reinstatement insofar as they are qualified to hold such positions. The member of the bargaining unit will be eligible to move to the next step of the schedule had the member been eligible to make such a move at the time of termination or to that step he would have been eligible for had this been an initial placement. All other benefits held on the date of termination shall be reinstated and also effective on the date of re-hire.

5.4.4.3 Resignation

Notice of resignation from employment by a faculty member who is on tenure shall be submitted in writing at least sixty (60) days prior to the first day of the following academic year.

5.4.4.4 Termination Due to Retirement

Tenure shall expire automatically and without notice at the end of the academic year in which the faculty member attains seventy (70) years of age or the legal age as defined by federal statutes. Employment after such age, if any, shall be on a year-to-year basis.

5.4.5 PROCEDURES FOR DETERMINING ADEQUATE CAUSE

5.4.5.1 Preliminary Proceedings

When the fitness of a faculty member is under question, the appropriate administrative officer shall discuss the matter with him/her. If a mutually satisfactory resolution of the matter does not result, the matter shall be referred to an ad hoc hearing committee of the tenured faculty appointed by the president of the faculty union which shall make an informal inquiry, assist in arriving at an adjustment if possible, and, if none is effected, advise the president of the college within ten (10) days whether proceedings should be instituted toward determining adequate cause for dismissal. If the president of the college decides, either with or without the concurrence of the committee, to begin proceedings, he/she or his/her representative shall state in writing the specific cause for which the individual is being accused.

5.4.5.2 Initiation of Formal Proceedings

This statement shall then be incorporated in a certified letter from the president of the college to the faculty member informing him/her that a hearing to determine whether he/she should be removed from his/her faculty position on the grounds stated will be conducted by the faculty-elected judicial committee, meeting at a specified time and place, sufficient time being allowed for the preparation of his/her defense, such period not to be less than thirty (30) calendar days. The faculty member shall be informed of procedural rights that will be accorded him/her, such as his/her right to counsel and the right to be informed of the grounds proposed for dismissal. In particular, the procedures specified in Section 5.4.5.5 below shall be made known to him/her. Failure of the faculty member to appear at the hearing in person or by counsel shall constitute a finding for automatic dismissal.

5.4.5.3 Suspension of the Faculty Member

Suspension of a faculty member during the proceedings against him/her may be imposed only if in the judgment of the president of the college it is warranted and shall be with pay. (Such suspension shall not be considered prejudicial to the faculty member's case.)

5.4.5.4 Judicial Committee

The judicial committee shall be an elected standing committee of five (5) faculty members, not to include members of the ad-hoc hearing committee. The committee shall be elected by the faculty at the first regular faculty meeting in each academic year. All nominees for the committee shall be on tenure. The committee shall elect its own chairman.

5.4.5.5 Judicial Committee Proceedings

The committee shall proceed by considering the statement of grounds for dismissal and the charges of misconduct already formulated in the president's letter and the faculty member's response. If the faculty member has not requested a hearing, the committee shall consider the case on the basis of all obtainable information and shall attempt to reach a decision which shall be transmitted to the president and the faculty member for final action by the Board; otherwise the hearing shall proceed. The hearing shall be in private unless the faculty member requests otherwise. If any facts are in dispute, the testimony of witnesses and other evidence concerning the charges shall be received. The president may attend the hearings. He may designate a representative to assist in developing the case; but the committee shall determine the order of proof, normally conduct the questioning of witnesses, and, if necessary, secure the presentation of evidence. The faculty member shall have the option of assistance by counsel (at his/her own expense). Any employee of the college may appear and testify if so requested. The faculty member shall have the aid of the committee and of the president in securing the attendance of witnesses. The faculty member or his/her counsel and the representative designated by the president shall have the right, within reasonable limits set by the committee, to question all witnesses who testify orally. All testimony shall be under oath administered by the chair of the committee. The faculty member shall have the opportunity to be confronted by all witnesses adverse to him/her. All of the evidence shall be recorded by a qualified court reporter. The record of the hearing shall be available to the faculty member. The hearing procedures shall not necessarily adhere to formal rules of court procedure.

5.4.5.6 Consideration by the Judicial Committee

On the basis of the hearing, the judicial committee shall reach its decision in conference, giving opportunity to the faculty member or his/her counsel and the president's representative to summarize orally before it and to submit written briefs if the committee desires. The committee shall then arrive at explicit findings with respect to each of the grounds for dismissal and charges of misconduct presented and formulate its decision for or against removal of the faculty member within thirty (30) days. A transcription of the hearing may be used during this decision process, if needed. The president of the college and the faculty member shall be notified in writing of the decision. Each shall receive, as promptly as possible, and at the same time, a copy of the record of the hearing. Publicity concerning the decision may properly be withheld until consideration has been given to the case by the Board. Any release to the public shall be made through the president's office.

5.4.5.7 Consideration by the Board

The president of the college shall transmit the full report of the judicial committee and its action to the Board. The Board's review shall be based on the record of the hearing, accompanied by opportunity for argument, oral or written or both, by the principals or their representatives. The decision of the judicial committee shall either be sustained or returned to the committee with specific objections. In the latter case, the committee shall reconsider, taking account of the stated objections and receiving new evidence, if any, framing and communicating its decision as before. Only after study of the committee's reconsideration shall the Board make a final decision.

5.4.5.8 Publicity

Except for such simple announcements as may be required, covering the time of the hearing and similar matters, public statements about the case by either the faculty member or administrative officers shall be avoided so far as possible until the proceedings have been completed. Announcement of the final decision shall include a statement of the judicial committee's original action.

5.4.5.9 Payment of Salary

If, as a result of the hearing process described herein, the college terminates an appointment in opposition to the finding of the judicial committee, the faculty member shall receive full pay at his/her current salary for a period of six (6) months or until the end of the term of appointment, whichever is shorter. This payment practice shall not be observed whether or not the faculty member continues to work for the college; however, in the event that the termination results from a judicial committee finding that the faculty member has been guilty of one of the reasons for dismissal, the Board shall determine what payments, if any, to make beyond the effective date of dismissal, taking into consideration the length and quality of service of the faculty member prior to the operative facts constituting the basis for dismissal.

5.4.5.10 All of the provisions of Section 5.4.5 and subsections 5.4.5.1 through 5.4.5.9, inclusive, shall be inapplicable if the reason or cause for removal shall include behavior of the faculty member which if proven would constitute a felony or behavior the modification of which would be irrelevant to the question of dismissal, provided in all instances of proposed removal the faculty member shall have the right to a pre-dismissal hearing. At such hearing, the charges against the faculty member shall be summarized. The faculty member may be accompanied at such meeting by a representative.

5.4.6 The parties acknowledge that Public Law 81-1100 amended the "Public Community College Act," effective January 1, 1980, with the purpose of providing for the acquisition of tenure of certain faculty members, for their removal and or termination under certain circumstances, and for any other purposes. To the extent that any matter shall arise which would be governed by the provisions of Public Law 81-1100 if this Article (Article Five) were not in effect, the parties shall be governed solely by the provisions of such Public Law, provided any dispute with respect to any matter arising under such Public Law shall be submitted and processed pursuant to the provisions of Article Nine of this Agreement, provided that the Arbitration provisions of Article Nine shall not be applicable unless mutually agreeable. If Public Law 81-1100 shall be repealed or judicially voided, all of the provisions of Article Five as of the 1981-1982 Agreement shall be incorporated herein.

ARTICLE SIX - LEAVES OF ABSENCE

Section 6.1 SABBATICAL LEAVE

After the completion of each six or more consecutive years of uninterrupted (see definition of interrupted service) full time employment with District 525, any tenured faculty member will qualify for consideration for a sabbatical leave (of not more than two semesters or less than one semester) subject to the procedures given below. Persons who were previously employed by District 204 prior to August, 1967, and were transferred to and are under contract to Illinois Junior College District 525 shall be credited with the total years of services under both districts.

6.1.2 PROCEDURE

6.1.2.1 Requests should be made in writing to the appropriate dean or director with a copy to the appropriate chairperson by January 15, for the following August and by September 15 for the second semester. Shorter notice may be acceptable depending on the nature of the opportunity or the emergency. Said requests shall include information regarding purpose, specific plans, and programs to be pursued. Faculty members shall be notified of the tentative granting, or not granting of the leave, immediately following the October Board of Trustees meeting for the second semester, or immediately following the March Board of Trustees meeting for the fall semester (or the full year). Final approval shall be granted no later than November 30 for the second semester and April 30 for the fall semester (or the full year).

6.1.2.2 A sabbatical leave committee shall be composed of two administrators and four elected tenured faculty members. This committee will review all applicants and make a committee recommendation to the president using the formula below:

6.1.2.2.1

CONSIDERATIONS	IMPLEMENTATIONS
Length of uninterrupted employment with Joliet Junior College District 525.	Points for uninterrupted employment with District 525 (in this case a previous sabbatical leave will be considered an interruption (see definition of interrupted service) will be given in the following manner: one (1) point for each year up to 12 years of

employment with District 525 and to those that transferred from District 204 upon creation of District 525. The second and succeeding applicants (based on seniority) from any one department will receive 1/2 point for each year up to 12 years.

6.1.2.2.2 Relevance of proposed leave to work assignment at the college.

Applicants applying for sabbatical leaves to complete course work, occupational experience and/or other activities directly related to their teaching, counseling or librarian assignment shall receive five points. Applicants whose leave application is not directly related to their work will be granted two points. One additional bonus point may be assigned in either case if the applicant's proposed leave is to improve personal competencies for new courses or programs or the introduction of new teaching methods already approved for implementation by the college administration.

Applicants' points shall be summed up with the totals determining the rank or order of eligibility. In the case of a tie, a candidate working toward advanced degrees directly related to his/her work assignment will receive top priority.

6.1.2.3 The Board may assign top priority for one (1) sabbatical leave candidate regardless of the point system in order to allow that full-time faculty member to become qualified in a field needed by the college and where the full-time faculty member was presently serving in a program where his services are no longer needed.

6.1.2.4 Three (3) full-time faculty members on contractual continued service may be granted sabbatical leave in any one (1) year providing suitable replacements can be found. Additional leaves may be granted for this purpose upon recommendation by the president of the college and approved by the Board of Trustees.

6.1.2.5 Approval for the granting of leaves shall be made by the Board on the recommendation of the president of the college.

6.1.3 CONDITIONS

6.1.3.1 The faculty member agrees to return to District 525 for one (1) year of full-time professional service immediately following the leave. If the faculty member fails to return (other than because of medical disability when such return shall be deferable until the faculty member is able to return), all compensation, including fringe benefits, received by the faculty member during the period of sabbatical leave shall be repaid to the College and such promised repayment shall be appropriately secured as part of the agreement embodying all of the conditions of sabbatical leave, which agreement shall be executed by the parties prior to the onset of the leave.

6.1.3.2 Evidence of compliance with the purpose for which the leave was granted shall be presented to the president of the college at the completion of the leave.

6.1.3.3 Any change of plans from the stated purpose, contained in the original application, must be approved by the president and the Board. If it becomes impossible to utilize the leave for the purpose for which it was granted, notice must be given the president by June 1 of each year.

6.1.4 FINAL ARRANGEMENTS

Compensation during the sabbatical period shall be two-thirds (2/3) of the basic salary of the faculty member on leave as provided by the salary schedule in force during the year of such leave, providing the faculty member has no income from salary or wages during the period of the leave greater than 110% of the salary or wages, exclusive of salary and wages received from the college, received by the faculty member in the calendar year immediately preceding the year in which the leave begins. As used herein, "salary and wages" shall be as defined by the Internal Revenue Code. Faculty members who receive income in excess of the foregoing shall be compensated at the rate of fifty percent (50%) of their basic salary. In no case shall the compensation be less than seven thousand dollars ($7,000). Also, any and all fringe benefits shall continue during the period of the sabbatical leave.

Section 6.2 JURY DUTY

The Board agrees to pay to each faculty member serving on jury duty when otherwise required to work at Joliet Junior College the difference between monies paid to a juror and the faculty person's regular salary.

Section 6.3 NON-PAID LEAVES OF ABSENCE

6.3.1 Leaves of absence without compensation may be granted to faculty members for good cause shown (see definition of interrupted service). Requests for leaves of absence shall be made to the appropriate dean and/or director with a copy to the department chairperson and are subject to the approval of the Board. Written requests for leaves shall set forth information as to the purpose for and length of absence for either employment or educational programs that will benefit the faculty member professionally and contribute to the improvement of the educational program of the school. It is understood that a faculty member who is afforded a leave of absence does not lose tenure status within the district nor his/her position on the salary schedule so long as the faculty member returns at the termination date of such leave. The faculty member shall give written notice to the president of the college at least one hundred and twenty (120) days before a leave terminating at the beginning of the fall semester and sixty (60) days before a leave terminating at the beginning of a spring semester of his/her intention to return at the beginning of the following semester. Yearly credit on the salary schedule shall be at the option of the Board. The Board approval of yearly credit on the salary schedule will be provided to the applicant at the time that the leave of absence is approved. After such Board approval, step credit will be contingent only upon completion of the leave as requested.

Section 6.4 SICK, PERSONAL AND MATERNITY LEAVES

6.4.1 Annual Sick Leave

At the beginning of each academic year, a bank of fifteen (15) sick leave days will be granted to each new full-time faculty member. At the beginning of each subsequent academic year of employment, fifteen (15) days will be added, up to the maximum accumulation.

Full-time faculty members beginning employment subsequent to the beginning of any academic year will be granted a bank of sick leave on a pro-rated basis.

6.4.2 Accumulation of Sick Leave

Each eligible full-time faculty member shall accumulate up to 210 days in 1986-87 and 225 days in 1987-88 with pay. For those faculty members who have accumulated a maximum of allowable days, a bank of twenty (20) extra days of sick leave will be set aside for each use during that year only.

6.4.3 Extended Sick Leave

In cases of severe personal illness of a faculty member, sick leave without loss of pay may be extended for thirty (30) days beyond the accumulated number of days subject to review by the president of the college and approval by the Board upon written request by the faculty member concerned.

6.4.4 Definition of Sick Leave

For the purpose of this contract, sick leave shall mean personal illness, quarantine at home, or serious illness or death in the immediate family, pregnancy, birth of a child, or termination of pregnancy. The term "immediate family" shall be construed to mean a spouse, parent, child, brother, sister, grandparent, parent-in-law, brother-in-law, or sister-in-law. In addition to the above, the president of the college may approve absence under this section for additional causes which are considered adequate reason in special cases.

6.4.5 Leave for Personal Business

Each full-time faculty member shall be granted three (3) days annually for personal leave. If possible, the faculty member will notify his/her immediate supervisor and dean of his/her need to use personal leave. A request for the first annual day of personal leave for personal business that cannot be handled at another time shall be granted without any showing by the faculty member that such standard has been met, but all subsequent requests for personal leave shall

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include such showing. Except in an emergency (which shall be explained as soon as feasible) or for observance of a recognized religious holiday of the faculty member's faith, personal leave shall not be utilized during the first five (5) or the last three (3) employment days of the academic year, or on days immediately preceding or following a college holiday or recess period. Personal leave shall not be utilized for purposes of recreation or to participate in any work stoppage or job protest. Unused personal leave days will be added to accumulated sick leave.

6.4.6 Maternity Leave Without Pay

6.4.6.1 A tenured faculty member who is pregnant shall be granted an unpaid leave of absence upon written application to the appropriate vice-president or designee. Such application shall be submitted no later than one hundred twenty (120) calendar days prior to the anticipated delivery of the child and shall include a statement by her physician as to such anticipated date of delivery. Such leave shall be without loss of tenure.

6.4.6.2 The leave of absence shall commence on a date mutually agreeable to the faculty member and administrator taking into consideration the maintenance of continuity of instruction and the health of the faculty member. In no event shall such leave commence later than 1) fifteen (15) calendar days prior to the anticipated date of delivery, 2) the actual date of delivery, or 3) the date on which the faculty member is unable to continue to perform her duties, whichever shall first occur. Any leave of absence which begins during the summer recess shall commence no later than July 1st.

6.4.6.3 The leave of absence shall terminate at the beginning of an academic semester but in no event shall it extend more than one (1) academic year.

6.4.6.4 Sick leave shall not be applicable during the period of leave of absence.

6.4.6.5 Faculty members who do not qualify for or who do not elect to apply for maternity leave of absence, shall be entitled to utilize sick leave on those days on which the faculty member is unable to work by reason of illness or disability arising from such pregnancy, delivery of the child or recovery therefrom. If the faculty member has exhausted all accumulated sick leave and is still ill or disabled, she shall be granted an unpaid leave of absence for the duration of such illness or disability.

6.4.6.6 During the period of leave the faculty member shall be entitled to participate in all insurance programs provided for in this agreement by making timely advance payments of all premiums therefor to the college business office.

6.4.6.7 Where appropriate, the provision of 6.3 of this article shall also be applicable to maternity leaves of absence.

6.4.6.8 A faculty member who has fathered a child shall be granted an unpaid leave of absence in accordance with all the applicable provisions of this Article provided such leave shall commence on the date of birth of the child unless otherwise approved by the vice-president or designee.

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ARTICLE SEVEN CLASS LOAD AND PROGRAM

7.1 The normal teaching load for each faculty member shall be fifteen (15) credit or twenty (20) contact hours per semester. Class preparations will normally be limited to two (2), with three (3) preparations as a maximum unless circumstances necessitate other arrangements. The counselors and librarians will follow a regular academic year, thirty-five (35) hour per week schedule excluding meal periods with specific office hours established with the approval of the supervising administrator.

Section 7.2 OVERLOAD PROVISIONS

7.2.1 All normal teaching loads over fifteen (15) credit or twenty (20) contact hours per semester (computed on the basis of one or the other, but not both) shall be compensated on the basis of salary schedule placement as follows: Overload Pay (See Appendix F)

7.2.2 Overload

If more than one-half (1/2) of the hours of an assignment to a teacher is above fifteen (15) credit hours or above twenty (20) contact hours the assignment will need the permission of the teacher.

Section 7.3 OTHER LOAD AND SCHEDULE PROVISIONS

7.3.1 Schedule

7.3.1.1 A faculty member shall be notified of his/her teaching schedule at least thirty (30) days before the end of the preceding semester.

7.3.1.2 The faculty member's classes must be scheduled within a continuous eight (8) hour period.

7.3.1.3 If it becomes necessary to cancel a class due to lack of sufficient enrollment, the faculty member may be assigned an evening class after all efforts have been exhausted (i.e., elimination of overloads and part-time contracts) to secure a day schedule.

7.3.1.4 Faculty members shall be present for all obligations, including classes, and all meetings called by appropriate administrators.

7.3.1.5 Assignments to evening and/or Saturday classes may be made if necessary to complete a full load for the faculty member. Such evening and/or Saturday class assignments shall not be made if the faculty member may reasonably be assigned instead to teach classes for which the faculty member is qualified and which are being taught on an overload basis or by part-time faculty.

7.3.1.6 If scheduled to an evening and/or Saturday assignment as part of a regular load and such assignment is at an off-campus site, the Board will reimburse the faculty member for mileage traveled between the campus and the off-campus site or between the faculty member's residence and the off campus site, whichever is the lesser.

7.3.2 New faculty members employed to teach in new programs (no more than four (4) years old) may be contracted to teach evening or Saturday classes as part of their regular load so long as such arrangements are part of the faculty member's initial individual contract.

7.3.3 A faculty member who is assigned an evening class as a part of his regular load shall not be scheduled for a class before 10:00 a.m. the following day without his written permission unless it is necessary to complete a full load.

7.3.4 All rhetoric classes shall have a beginning enrollment of no more than thirty-three (33) students per section. Teachers who teach two (2), three (3), or four (4) sections of rhetoric (English 101, 102, 112, 120; Communications 140, 141) shall be limited to a maximum of twelve (12) semester hours per week as a regular load, provided no more than two (2) faculty members each semester receive as few as two (2) rhetoric classes in order to achieve a twelve (12) semester hour load. English teachers with fewer than three (3) rhetoric classes (English 101, 102, 112, 120; Communications 140 141) except those qualifying under the previous statement shall carry a 15 credit hour load. No more than twenty (20) students will be placed in any English 010 or 020 course except when such classes are taught in the academic skills center on an open lab basis.

7.3.5 Nursing faculty who have a hospital or clinic-based practicum course shall be granted one (1) contact hour as load credit on their teaching load. All nursing practicum courses shall have a beginning enrollment of no more than twelve (12) students per section, unless otherwise indicated in clinical space negotiations with clinical health agencies.

7.3.6 Limits will be those established at the time of the opening of registration. At certain times, students will need to be accommodated because of their special needs, as students are now accommodated by faculty. In these instances, a section may be opened to allow students to enter, but in no instance will more students be placed in an instructor's class than the limit specifies without the written permission of the instructor.

7.3.7 The following load formula will be instituted for large group instruction. (Large group instruction is defined as those classes wherein the limit as printed in the "Enrollment in Section Report" on the first day of classes for the term or session and the number of paid registrants shown on the same report is more than forty (40). Instructors are to be given one (1) hour of credit for each contact hour of instruction in the large group and discussion groups. In addition, for each two (2) hours of large group instruction, the instructor will be given one (1) additional hour of credit. Large group instruction will not be instituted except in rooms which can reasonably and safely accommodate all the students assigned thereto.

7.3.8 A minimum of full-time weekly work load for instructors assigned to teach Adult Basic Education (ABE), General Education Development (GED), and English as a Second Language (ESL) shall be twenty-eight (28) clock hours per week. This load shall be assignable for evening work if the instructors are not scheduled for duty before 10:00 a.m. the day after evening duties or if they specifically grant permission in writing or if necessary to complete a full load for the faculty member. Clock hours of instruction for purposes of faculty assignment under this provision of the contract shall be equated to credit hours for purposes of overload and extra-pay assignments in the following manner:

Two clock hours per week equals one credit hour calculated on a fifteen (15) week base.

7.3.9 Both parties recognize the need to improve instruction in the best interest of students in District No. 525. If individual instructors are to be assigned to new and different instructional patterns requiring substantial changes in methodology and/or class size, the assignment will be discussed by the vice president for academic affairs and the department chairperson with the instructor at least two (2) months before the beginning of the next semester.

7.3.10 Equitable load and time requirements for faculty members teaching in work-study programs will be worked out on an individual basis for these assignments.

7.3.11 Seniority

Other things being equal, it is the intention of the Board and the administration to apply principles of seniority by department to extra-class assignments; however, the Board reserves the right to employ other persons deemed necessary by the Board as long as it does not violate other provisions of this agreement. The Board will distribute through the departments a tentative list of evening, off-campus, and summer courses at least two (2) weeks before the beginning of classes.

7.3.12 The assignment for librarians and counselors will be thirty-five (35) hours per week. Librarians may be scheduled for an evening assignment provided they are not scheduled for duty before 10:00 a.m. the day after the evening assignment unless they specifically grant such permission in writing. Fall and Spring Saturday assignments will be compensated at the rate of $913.00 for each semester.

7.3.13 Twilight Classes

Faculty members will be paid for twilight classes as an extra contract assignment or as part of the regular load as applicable in 7.3.1.

Section 7.4 CURRICULUM CHANGE

7.4.1 Each full-time faculty member within a given department will have the opportunity to indicate his approval or objection of departmental curriculum changes in writing on the instructional forms for curriculum change. This shall be done prior to consideration of such changes by the curriculum committee.

ARTICLE EIGHT ACADEMIC FREEDOM

8.1 By academic tradition and by philosophical principle an institution of higher learning is committed to the pursuit of truth and to its communication to others.

To carry out this essential commitment calls for institutional integrity in the way a college or university manages its affairs, specifies its goals, selects and retains its faculty, admits students, establishes curricula, determines programs of research, fixes its fields of service.

The maintenance and exercise of such institutional integrity postulates and requires appropriate autonomy and freedom.

Positively this is the freedom to examine data, to question assumptions, to be guided by evidence, to teach what one knows, to be a learner and a scholar. Negatively this is a freedom from unwarranted harassment which hinders or prevents a college or university from getting on with its essential work.

A college or university must be managed well and remain solvent, but it is not a business nor an industry. It must be concerned with the needs of its community and state and country, but an institution of higher learning is not a political party nor a social service. It must be morally responsible; but even when church related, it is not a religion nor a church.

A college or university is an institution of higher learning. Those within it have as a first concern evidence and truth rather than particular judgments of institutional benefactors, concerns of churchmen, public opinion, social pressure, or political proscription.

Relating to this general concern and corresponding to intellectual and academic freedom are correlative responsibilities. On the part of trustees and administrators there is the obligation to protect faculty and students from inappropriate pressures or destructive harassments.

On the part of the faculty there is the obligation to distinguish personal conviction from proven conclusions and to present relevant data fairly to students because this same freedom asserts their rights to know the facts.

On the part of the students there is the obligation to sift and to question, to be actively involved in the life of the institution but involved as learners at appropriate levels.

Intellectual freedom does not rule out commitment; rather it makes it possible and personal. Freedom does not require neutrality on the part of the individual nor the educational institution--certainly not toward the task of inquiry and learning, nor toward the value systems which may guide them as persons or as schools.

Hence institutions may hold to a particular political, social, or religious philosophy as may individual faculty members or students. But to be true to what they profess academically, individuals and institutions must remain intellectually free and allow others the same freedom.

All concerned with the good of colleges and universities will seek for ways to support their institutional integrity and the exercise of their appropriate autonomy and freedom. In particular, the Federal or Regional Accrediting Commissions of Higher Education and the regional commissions, which have a particular responsibility to look at an institution in its totality, will always give serious attention to this aspect and quality of institutional life so necessary for its well-being and vitality.

ARTICLE NINE GRIEVANCE PROCEDURE

Section 9.1 FORMAL GRIEVANCE PROCEDURE

A grievance is defined as an alleged misinterpretation or misapplication of a specific article or section of this agreement. Any affected faculty member or the Union may present a grievance to the appropriate administrator provided the matter shall have first been discussed informally with such administrator. The grievance shall be in writing and shall 1) describe the alleged violation in detail, 2) cite the specific provision(s) of the Agreement assertedly violated, and 3) indicate the requested remedy. If the Union is not the grievant, a copy of the grievance shall be sent to the Union president by the grievant concurrent with its filing.

9.1.1 The grievance shall be filed with the appropriate administrator, typically the faculty member's immediate supervisor, within ten (10) days of the occurrence of the event giving rise to the grievance or of the date when such event could reasonably have been ascertained or become known to the grievant (but in no event more than thirty (30) days after the event). The administrator may convene a meeting with the grievant to review the grievance provided such meeting shall be initially scheduled no later than ten (10) days after receipt of the grievance. The administrator shall provide the grievant a written response to the grievance with a copy to the Union president or designee no later than ten (10) days after such meeting, or in the absence of such meeting no later than ten (10) days after receipt of the grievance.

9.1.2 If the grievance is not resolved at 9.1.1, the grievant may within ten (10) days of receipt of the 9.1. answer, appeal such grievance to the appropriate vice president. Such appeal shall be in writing and indicate the reason(s) therefor. The vice president shall respond in the same manner as set forth in 9.1.1, provided that if further investigation is needed, additional time may be allowed.

9.1.3 If the grievance is not resolved at 9.1.2, the grievant may, within ten (10) days of receipt of the Step 9.1.2 answer, appeal such grievance to the president or designee. Such appeal shall be in writing and indicate the reason(s) therefor. The president shall respond in the same manner as set forth in 9.1.1.

9.1.3.1 If the grievance challenges the disciplining or dismissal of a faculty member and the grievance is not resolved at 9.1.2, the affected faculty member may within ten (10) days of receipt of the 9.1.2 answer appeal to the Chairperson of the Board of Trustees. Such appeal shall be in writing and indicate the reason(s) therefor. The Board of Trustees shall consider such appeal at a meeting to be convened within twenty (20) days of the filing of the appeal. Such meetings shall be closed to the public, but the Union shall have the right to have a representative present. The Board shall respond in the same manner as set forth in 9.1.2.

9.1.4 If the Union is not satisfied with the disposition of the grievance at 9.1.3, or where applicable, 9.1.3.1, it may submit the grievance to arbitration by filing a demand for the same with the president or designee within twenty (20) days of the 9.1.3 answer. The arbitrator shall be selected pursuant to the procedures of the American Arbitration Association which shall supervise the proceedings in accordance with its practices.

9.1.4.1 Except as provided by law, the parties shall not be permitted to assert in such arbitration proceedings and ground or to reply on any evidence not previously disclosed to the other party.

9.1.4.2 The Arbitrator shall have no power to alter, add to, or subtract from the terms of the agreement.

9.1.4.3 The arbitrator's decision shall be binding.

9.1.4.4 The fees and expenses of the arbitrator shall be shared equally by both parties.

As used in this Article, "days" means Monday through Friday, inclusive, except holidays on which the college business office is closed.

If the grievant and/or the Union shall fail to appeal a grievance to the next step on a timely basis, the grievance shall be deemed withdrawn. If the Board shall fail to answer any grievance within the time stipulated, the grievance may be appealed to the next step.

ARTICLE TEN MEDICAL BENEFITS AND INSURANCE

Section 10.1

10.1.1 The minimum health and medical benefits for the duration of this agreement, shall be not less than those included in the Blue Cross-Blue Shield Usual and Customary, plus Major Medical for employees and eligible dependent's coverage, as per the 1977-79 Agreement.

BASIC BENEFITS

Semi-private Hospital	100% for 365 days
Room and Board	Per Illness or Accident
Hospital Miscellaneous	100% for 365 days Per Illness or Accident
Usual and Customary Benefits	
Surgery Physicians In-Hospital Medical Radiation Therapy Anesthesia	100% of Usual and Customary Charges
Diagnostic Benefits	$200.
Maternity Benefits Hospital Obstetrical	Same as any Illness 100% Of Usual and Customary Charges

The deadline for coverage on emergency treatment is 7 days. Second opinions for surgery or major illness shall be covered.

MAJOR MEDICAL BENEFITS

Individual Lifetime Maximum	$1,000,000.
Benefit Percentage (after deductible)	80%
Deductible Maximum	$100. per individual per benefit period
Deductible Accumulation Period	12 months from Date of First Expense

The college will make available at no cost, Pre-dental basic benefits with Rider A as defined by Blue Cross-Blue Shield with 19-23 Rider, as per the 1977-79 Agreement.

DENTAL BENEFITS

Individual Maximum	$1,000. per Benefit Period
Benefit Percentage (after deductible)	100% of Usual and Customary Charges
Deductible	
Individual	$25 per Benefit Period
Family	$75 per Benefit Period

ORTHODONTIC COVERAGE:

Orthodontic benefits, as follow, shall be added. Only dependent children to attained age nineteen (19) shall be eligible.

ORTHODONTIC BENEFITS:

Deductible - $50.
Lifetime Maximum - $1,000

After a separate orthodontic deductible of $50 is satisfied, the Plan pays 50% of covered orthodontic charges up to the Lifetime Maximum of $1,000. The Plan covers orthodontic treatment required to correct malposed teeth, under any of the following diagnoses:
-extreme bucco-lingual version of teeth (unilateral or bilateral)
-Protrusion of maxillary teeth of more than 4mm
-Protrusion or retrusive relation of maxillary or mandibular arch of at least one cusp
-an arch length discrepancy of 4 or more mm.

The initial appliance for active treatment must be installed while the patient is covered under this benefit.

For treatment expected to continue for two or more years, the benefit will be paid, beginning when the appliance is installed, in equal installments, at ninety (90) day intervals.

For treatment expected to last less than two years, the benefit will be paid, beginning when the appliance is installed, in equal installments, at 90 day intervals, over the estimated course of treatment.

Benefits will be paid until the earliest of the following: a) the maximum benefit is reached, or b) coverage terminates.

The benefit for a 90-day interval is payable if the patient is covered under the Plan at the beginning of the interval.

All benefits cease when coverage terminates.

VISION CARE BENEFITS:

Vision care benefits, as follow, will be added under the Major Medical Program.

A. One eye examination each calendar year for dependent children

B. One eye examination in any two (2) consecutive years for employee and covered spouse.

Eye examinations will not be subject to the Major Medical deductible or co-insurance.

C. Frames, lenses and fitting of prescription glasses up to a maximum payment of $75 in any one calendar year.

D. Contact lenses prescribed for severe corneal astigmatism, severe corneal scarring, keratoconus, or aphakia, provided sight cannot be improved to that level by spectacle lenses, up to a maximum payment of $75 in any one calendar year.

Section 10.2 PRESCRIPTION DRUGS

10.2.1 Prescription drug insurance shall be provided for full-time faculty and eligible dependents. There will be a $3.00 deductible cost per prescription to be paid by the full-time faculty member.

Section 10.3 INSURANCE

10.3.1 A life insurance policy shall be provided for each full-time faculty member during the period of full time employment in the amount of thirty thousand ($30,000) plus accidental death and dismemberment provisions.

10.3.2 The life insurance for new employees as specified above shall commence on November 1.

10.3.3 The above benefits shall be provided on the basis of a "coordination of benefits" clause.

10.3.4 For the new faculty member, coverage shall commence on or as soon after the first working day of his/her contract as per stipulation of carrier unless covered by some other company or school-supported plan, in which case it shall begin upon termination of that coverage and in which case the employee shall notify the Director of Personnel of District No. 525 of the expiration of coverage in writing within thirty (30) days prior to that expiration. Coverage with District No. 525 will terminate thirty (30) days after the termination of employment with the district.

10.3.5. An employee may purchase twenty-five hundred dollars ($2,500.) life insurance for a spouse and two thousand dollars ($2,000) life insurance per child (6 mo.-19 years) one hundred dollars ($100) per child (14 days to 6 months) at the cost of the insurance under the group rate plan.

10.3.6 The Master Agreement between the college and the insurance company shall be controlling in any case; however, in no instance shall the above enumerated benefits be reduced.

10.3.7 Employees and eligible dependents shall be eligible to enroll in qualified Health Maintenance Organizations (HMO) approved by the Board in accordance with applicable Federal regulations in lieu of participation in the District's health and major medical insurance program. The Board shall contribute a sum not to exceed the premium paid by the Board for health and major medical insurance to the qualified HMO on behalf of the employee and eligible dependents. Application to particpate in Board approved HMO's shall be made to the Board by an employee in accordance with regulations established by the Board.

Section 10.4 INSURANCE COMMITTEE

10.4.1 The parties agree to the appointment of a joint committee of no more than three (3) persons each to be named by the Faculty Union President and the College President to undertake a study of the insurance programs and benefits of the College as they affect the employees of the College. This study shall specifically consider the possible creation of a continuing committee with authority to revise and adapt such insurance programs and benefits during the interim between the negotiation of collective bargaining agreements, such to be subject to overall financial guidelines and limitations, and to the extent to which such on-going committee would have the utilization of specific funds for its work. The committee shall choose its own chairman when it first meets.

10.4.2 This committee shall report its results as soon as such have been completed to the President of the College and to the Faculty Union President, and at that time, with the concurrence of both parties, the Board and the Union may consider the immediate implementation of these recommendations. Nothing herein shall be deemed to bind the parties to alter any aspect of the current collective bargaining agreement, and the foregoing shall not serve as a formal re-opener of any part of the Agreement except as the parties shall otherwise mutually agree.

ARTICLE ELEVEN DUTIES AND RESPONSIBILITIES OF INSTRUCTORS

In the interest of quality instruction, the following goals are considered the responsibility of each individual member of the faculty:

Section 11.1 RESPONSIBILITIES TO THE PROFESSION

11.1.1 To have and maintain a thorough knowledge of his/her subject matter and to keep informed of growth and developments in his/her field.

11.1.2 To be cognizant of his/her image as a representative of the college and to endeavor to maintain exemplary standards of professional conduct and ethics appropriate to his/her professional position.

Section 11.2 RESPONSIBILITIES TO THE STUDENT

11.2.1 To understand the student group to be served and to adapt methods of teaching to meet the needs of students.

11.2.2 To serve his/her students by learning and interpreting to them the total College program, the orientation program, regulations, policies, and procedures; and to refer students to appropriate personnel when their problems extend beyond his/her knowledge or competence.

11.2.3 To support the extra-curricular activities of the college through appropriate participation.

11.2.4 Inasmuch as the junior college is by philosophy a teaching institution and the interaction of students and faculty members is of paramount importance to maintain a maximum availability to students.

11.2.5 To post and keep a minimum of one (1) office hour per working day. The office hours to be maintained by teaching faculty will be submitted in writing to department chairpersons and vice president for academic affairs within one (1) week following the beginning of the semester.

Section 11.3 RESPONSIBILITIES TO THE INSTITUTION

11.3.1 To become familiar with the philosophy and purposes of Illinois Community College District No. 525, to keep informed of modern educational philosophy, and to seek for continued improvement in the effectiveness of instructional techniques.

11.3.2 To assist in interpreting the college to the community through his/her individual contacts within the community and through cooperation with institutional interpretation efforts.

11.3.3 To engage in no outside employment that will impair the effectiveness of professional service and permit no commercial exploitation of his/her professional position.

11.3.4 To accept responsibility for various procedures of the college, such as adhering to class examination schedules, following proper fiscal and accounting procedures outlined by the appropriate administrators, and notifying his/her immediate supervisor of his/her necessary absences at the earliest practical time.

11.3.5 To attend all meetings appropriate to his/her position upon proper and adequate advance notice, and to serve on committees which include any member of the bargaining unit. Such appointment will be made by the administration after consultation between the College President and the Union President or their designated representatives. It shall be the responsibility of any bargaining unit member of such committees to report on the proceedings to his/her Union.

11.3.6 To serve the college by assisting in registration, orientation, and testing when requested to do so by appropriate administrative officers and when these fall within the academic year and regular schedule day.

11.3.7 To assist in the maintenance of department inventories of assigned equipment and supplies.

11.3.8 When an instructor finds it necessary to make arrangements for other staff members to meet his/her scheduled classes, to clear with his/her immediate supervisor.

11.3.9 Should it be necessary for a faculty member to be absent from the campus during his/her school hours, to notify the office of his/her immediate supervisor.

11.3.10 To develop and file with vice president for academic affairs course outlines and to assist with preparation or revision of curricula.

11.3.11 To submit students' grades before published deadlines.

ARTICLE TWELVE LENGTH OF AGREEMENT

12.1 This agreement between the Board and the Union be effective with the onset of the 1986-87 academic year and shall end one week prior to the start of the 1988-89 academic year.

ARTICLE THIRTEEN SAVINGS CLAUSE

13.1 If any provision of this agreement shall, at any time, affect loss of accreditation or shall be declared contrary to law or mandatory regulations as a result of a state administrative, judicial, or legislative action, then such provision shall immediately become non-applicable. Should this occur, all other provisions of this agreement shall remain in full force for the duration of the agreement.

ARTICLE SIXTEEN RETIREMENT

Section 16.1 EARLY RETIREMENT COMPENSATION

16.1.1 To qualify, a faculty member planning early retirement must notify the College on or before January 1 of his last teaching year. The minimum years of service at Joliet Junior College shall be fifteen (15) to qualify.

16.1.2 All faculty members eligible for early retirement pursuant to Section 16.1.1 of this Agreement and who are also eligible for the Illinois Teachers' Retirement system (hereinafter "TRS") insurance program may participate in the TRS insurance program. Such faculty shall be provided with insurance benefits until the age of 65.

16.1.3 Faculty eligible under Section 16.1.1 for early retirement provisions who are not eligible for or who do not elect the TRS insurance program may participate in the HMO program, if enrolled prior to retirement. Such faculty shall be provided their benefits until the age of 65.

16.1.4 Retirees who are eligible for and elect early retirement and who are under 65 years of age will be jointly enrolled in both the Joliet Junior College self-funded health benefit program and the Teachers' Retirement System (TRS) insurance program, or the HMO program, provided:

A. Upon timely notification to the College of early retirement and upon the effective date of such retirement, the retiree shall timely enroll in the TRS health and prescription drug insurance plan or the HMO program, whichever is appropriate.

B. The College's claims administrator will pay the monthly premium to the retiree required for participation in the TRS plan or the equivalent to the HMO program.

C. In addition, the following benefits will continue in force under the self-funded employee health program if comparable benefits are not provided by TRS (not applicable to HMO).

1. All benefits applicable under the dental portion of the plan.

2. All benefits applicable under the Vision Care portion of the plan (if retiree was previously eligible for Vision Care). The $100 major medical deductible will be waived for the Vision Care benefits.

In the event a retiree and/or dependent enrolled in the TRS program or HMO program is subject to the program's pre-existing conditions limitation, the College self-funded plan will provide supplementary coverage for such pre-existing conditions.

In the event a retiree enrolled in the TRS program maintains coverage for dependent children who have attained and will subsequently attain age 18, the College self-funded plan will maintain coverage for such dependent children to age 23 if they continue to be full-time students.

16.2.1 Rate of compensation shall be as follows:

Age	Compensation
55	70% of base pay
56	65%
57	60%
58	55%
59	50%
60	45%
61	40%
62	35%
63	30%
64	25%
65	20%
66	15%
67	10%
68	5%
69	2%

The faculty member shall be paid at the rate of 20% within 5 days of the closing of the regular school year in which he/she retires with succeeding payments by June 1 of the following year not to exceed 20% per year thereafter until the faculty member is paid in full.

As used in this Article, "base pay" means the total annual salary of the faculty member as provided in Appendix A of this Agreement exclusive of any other fees, stipends, extra-pay or the like, whether paid pursuant to this Agreement or otherwise. The annual salary shall be that paid in the last full academic year prior to early retirement.

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Section 16.3 EARLY RETIREMENT PLAN

16.3.1 Should the Board require an employee taking early retirement to render special consultative services in the field of the employee's expertise, the employee and the administration shall work together to make mutually agreeable arrangement for such consultation, and the employee shall receive no additional compensation from the Board.

16.4 If a faculty member shall elect retirement pursuant to the statutory early retirement program, the Board shall pay one-half (1/2) of the eligible faculty member's contribution thereto and such faculty member shall not be eligible for the retirement program described in section 16.2.1 of this Article. A faculty member electing early retirement pursuant to the statutory program may utilize the provisions of section 16.2.1 if the faculty member waives the payment of one-half (1/2) of the faculty member's contribution.

16.5 An early retiree shall be an independent contractor and not an employee of the college.

16.6 Retired faculty teaching on a part-time basis will be compensated at the current rate of their last extra pay teaching contract.

16.7 A faculty member retiring shall be permitted to add to accumulated sick leave all sick days which would have been beyond the specified limits of previous contracts available if there had been no limits upon such accumulation; provided such as is applicable only towards service credit under SURS.

APPENDIX A

1986-1987

	BA	M	M15	M30	M45	M60	D
1	17133	18275	19241	20224	21210	22195	23320
2	17427	18569	19571	20572	21575	22577	23720
3	17721	18882	19901	20920	21940	22959	24120
4	18020	19202	20238	21274	22310	23346	24527
5	18937	20119	21154	22191	23227	24263	25445
6	19854	21036	22072	23108	24145	25180	26362
7	20772	21953	22989	24025	25062	26097	27279
8	21689	22869	23906	24942	25978	27014	28196
9	22606	23787	24823	25860	26895	27932	29113
10	23522	24704	25740	26777	27812	28849	30030
11	24439	25621	26657	27694	28729	29766	30948
12	25356	26538	27575	28610	29647	30683	31865
13	26249	27430	28464	29500	30535	31570	32751
14	27166	28345	29381	30416	31451	32487	33667
15	28082	29262	30297	31333	32367	33403	34584
16	28997	30178	31213	32248	33284	34319	35499
17	0	31065	32099	33133	34168	35202	36381
18	0	31980	33015	34048	35083	36117	37296
19	0	32864	33898	34931	35965	36997	38176
20	0	33779	34813	35846	36878	37912	39091
A	0	36690	37722	38755	39787	40818	41996
B	0	37908	38940	39972	41004	42035	43212

APPENDIX A

1987-1988

	BA	M	M15	M30	M45	M60	D
1	17849	19059	20045	21068	22097	23122	24295
2	18161	19371	20395	21437	22483	23527	24719
3	18473	19683	20745	21806	22869	23932	25143
4	18784	20015	21095	22175	23256	24337	25567
5	19101	20354	21452	22550	23649	24747	25999
6	20073	21326	22423	23522	24621	25719	26972
7	21045	22298	23396	24494	25594	26691	27944
8	22018	23270	24368	25466	26566	27663	28916
9	22990	24241	25340	26439	27537	28635	29888
10	23962	25214	26312	27412	28509	29608	30860
11	24933	26186	27284	28384	29481	30580	31832
12	25905	27158	28256	29356	30453	31552	32805
13	26877	28130	29229	30327	31426	32524	33777
14	27824	29076	30172	31270	32367	33464	34716
15	28796	30046	31144	32241	33338	34436	35687
16	29766	31018	32115	33213	34309	35407	36659
17	30737	31989	33086	34183	35281	36378	37629
18	0	32929	34025	35121	36218	37314	38564
19	0	33899	34996	36091	37188	38284	39534
20	0	34836	35932	37027	38123	39217	40466
A	0	38891	39985	41080	42174	43267	44516
B	0	40182	41276	42370	43464	44557	45805

APPENDIX B
SUMMER SCHOOL ASSIGNMENTS

The consideration for such assignments will be based on the following factors:

Section B.1 ASSIGNMENTS

B.1.1 Educational background adequate to meet the Standards and Criteria established by the Illinois Community College Board.

B.1.2 Preference on the list of available people will be determined for each summer on the basis of the following criteria:

B.1.2.1 Each department chairperson shall be responsible for filing a department plan for assigning instructors to summer school classes. (This plan will determine how instructors will receive priority in assignments). For example, certain weight in the departmental plan could be given to:

B.1.2.1.1 Experience obtained by teaching the same course in day school.

B.1.2.1.2 Developmental experience in the course as measured by creative contributions to that course.

B.1.2.1.3 Whether or not the individual was offered the opportunity to teach said course in the day program and chose not to do so.

B.1.2.1.4 Seniority

B.1.2.1.5 Other criteria as needed.

This plan must be approved by a 2/3 vote of the full-time teaching staff within the department and must be approved by the appropriate dean and vice president for academic affairs.

It must be filed with the dean by April 15. The plan must be approved by a 2/3 vote of the department members every two (2) years.

B.1.2.2 Applications for summer school will be distributed on or about February 15, to be returned by February 28. Other applications may be considered later, but shall be placed at the end of the list regardless of their priority determination by the departmental plan.

B.1.2.3 The list of applicants shall be released on or about March 15. From this list the departmental assignments shall be made by April 15.

B.1.2.4 Summer School counseling assignments will be divided evenly among all counselors. In the event an offered summer assignment is rejected, the supervising administrator will be responsible for seeing that adequate coverage of the time is provided.

Section B.2 LOAD

B.2.1 Three (3) classes and/or nine (9) semester hours shall be regarded as the maximum assignment (except in instances where the three (3) classes are more than nine (9) semester hours) for each of the summer sessions a faculty member teaches.

B.3.1 Sick leave accrued by a full-time faculty member of District 525 during the regular academic year may be used by this full-time faculty member while employed in the summer school. Sick leave deductions as applied during the summer school shall be administered in the following manner: Morning absence - 1/2 day deduction; afternoon absence - 1/2 day deduction, evening absence - 1/2 day deduction. Deductions will not be made in instances where class sessions are made up at the convenience of the students.

B.3.2 Faculty teaching summer school shall accumulate 1/2 day sick leave for each credit hour taught during a summer session with a maximum allowable accumulation of not more than 2 days for any one summer session and not more than 4 days accumulation in total. Such accumulation is to be included in the maximum allowance indicated in 6.4.2.

Librarians and counselors shall accumulate 1/2 day sick leave for each 20 hours employed during summer, with a maximum allowance accumulation of not more than 4 days. Such accumulation is to be included in the maximum allowance indicated in 6.4.2.

APPENDIX C
SUMMER, EVENING, SATURDAY AND OFF-CAMPUS

Section C.1 EXTRA-CLASS (SUMMER, EVENING, SATURDAY AND OFF-CAMPUS) PAY SCHEDULE

YEARS OF EXPERIENCE	EXTRA CLASS PAY PER CREDIT HOUR (SUMMER, EVENING, SATURDAY & OFF-CAMPUS)
1-3	321
4-8	335
9-12	348
13 and over	362

Section C.2

C.2.1 An additional two hundred and fifty-three dollars ($253.00) shall be added to the extra pay of teachers for every two contact hours and/or fraction of two contact hours in excess of credit hours provided the total contact hours in excess of credit hours is at least one.

Section C.3

C.3.1 General studies courses will be compensated at fifteen dollars and nineteen cents ($15.19) per clock hour.

Section C.4

C.4.1 Counselors will be compensated at the rate of fifteen dollars and nineteen cents ($15.19) per clock hour.

Section C.5

C.5.1 Teaching assignments at Joliet Junior College off-campus locations shall be compensated in the same manner as extra-class assignments mentioned in Sections C.1, C.2, and C.3 above. This provision should be applicable in all cases except in instances as stated in 7.3.

Section C.6

C.6.1 Regular faculty members teaching at Joliet Junior College off-campus locations will be compensated on an extra-class pay basis except in instances wherein teachers are asked to teach there as a part of their regular load as stated in 7.3.

APPENDIX D

EVENING, SATURDAY, AND OFF-CAMPUS CLASS ASSIGNMENTS

Qualifications for all teachers shall meet the requirements as stated in Standards and Criteria for the Evaluation and Recognition of Illinois Public Junior Colleges.

Section D.1

D.1.1 In all such teaching assignments, other things being equal, including seniority, the intention of the Board shall be to give absolute priority to those teachers between sixty (60) and sixty-five (65) years of age when granting extra-class assignments to classes they have taught in their full-time assignment within the past two (2) years.

Section D.2

D.2.1 Off-campus classes within the district shall be governed by general policies common to the college program. A teacher who is on the adopted salary schedule may be assigned an off-campus class in accordance with 7.3.2.

Section D.3

D.3.1 For full-time faculty, it is the intention to apply principles of seniority to assignment to evening, Saturday, and off-campus classes except in instances as stated in 7.3.

APPENDIX E (EXTRA PAY)

The following list of extra-pay assignments, not necessarily all inclusive, is approved when handled by members of the bargaining unit. Extra-pay salaries are to be paid only when the functions are performed.

Section E.1

E.1.1 Credit for placement in E.1.4 may be given for prior pertinent experience. Only placement credit for club sponsor experience at Joliet Junior College will be given.

E.1.2 Appropriate documentation of experience shall be filed with the personnel office.

E.1.3 Experience in one sport or activity is not transferable to another or to the Athletic Directorship.

E.1.4 The base salary to be used is below:

1st step	$ 9,495
2nd step	11,130
3rd step	12,765
4th step	14,400
5th step	16,035

E.1.5 Percentage based on base salary scale:

(Numbers refer to years of experience at Joliet Junior College.)

0-3 Percentage based on base salary scale: % of step 1
4-5 Percentage based on base salary scale: % of step 2
6-7 Percentage based on base salary scale: % of step 3
8-9 Percentage based on base salary scale: % of step 4
10 Percentage based on base salary scale: % of step 5

E.1.5.1

Area	%
*Athletic Director	20
Asst. Athletic Director	15
**Head Football	15
Head Basketball	15
Women's Basketball	15
Director of Bands	15
Dir. of Choral Activities	15
Head Baseball	14

Head Wrestling	14
Head Track	14
Women's Volleyball	13
Women's Softball	12
Head Golf	10
Head Hockey	10
Head Tennis	10
Women's Tennis	10
***Asst. Football	10
Asst. Basketball	10
Asst. Wrestling	10
Men's Intramurals	9
Athletic Business Manager	7
Cheerleading	7
Asst. Hockey	7
Word Eater	7
Play Director (per 3 act play)	6
Forensics	6
Club Sponsor	3

E.1.5.2 *Includes an extra week of employment beyond the school calendar year

**Includes two extra days for equipment inventory and distribution, as well as football practices prior to the beginning of the school calendar year.

***Includes participation in football practices prior to the beginning of the school calendar year.

Section E.2 ADVISORS

E.2.1 The reimbursement rate per semester will be four hundred ninety-five dollars ($495). When used for summer duties, an advisor will be contracted on the basis that the two (2) six week summer sessions will be equal to one semester assignment and will be compensated accordingly. The scheduled appointments during the summer session will be mutually agreed upon by the advisor and the associate dean of counseling prior to the assignment of the advisor contract.

Section E.3 SELLING AND TAKING TICKETS AT ATHLETIC EVENTS AND PARKING LOT SUPERVISION

E.3.1 Participants engaging in these assignments will be compensated at the rate of six dollars ($6.00) per hour with a guaranteed minimum of two (2) hours.

Section E.4 INDEPENDENT STUDY

E.4.1 Faculty members shall be eligible for remuneration when teaching independent study in accordance with the following schedule: $25 per student credit hour generated up to a maximum of twenty (20) student credit hours per semester.

APPENDIX F

DAY OVERLOAD PAY

Section F.1

Years of Experience	Overload Rate Per Hour
1-3	$321
4-8	335
9-12	348
13 and over	362

Section F.2 If the overload is due to general studies courses, it shall be compensated at the rate of fourteen dollars and fourteen cents ($14.14).

APPENDIX G

GRIEVANCE FORM
JOLIET JUNIOR COLLEGE COUNCIL, LOCAL 604, A.F.T.

Please fill out this form in quadruplicate by supplying the necessary information numbers 1 - 7.

1. Name of employee filing the grievance: ____________________

2. Position employee holds at Joliet Junior College: ____________

3. Specific Article of contract that is alleged to have been violated: ______________________________

4. Against whom is the grievance being filed? ________________

5. Position(s) in Joliet Junior College of the person(s) named in (4): ______________________________

6. Please describe the grievance, in detail, in the space provided below or in a letter to be attached to this form.

7. The following is a statement of the relief requested by said employee.

Employee Signature: ________________________

Date: ________________________

THE FOLLOWING INFORMATION IS TO BE PROVIDED BY THE UNION GRIEVANCE COMMITTEE IN CONFERENCE WITH THE EMPLOYEE STATED IN (1).

8. The following provisions of the Contractual Agreement between Illinois Community College District #525 and the Joliet Junior College Council of the Will County Federation of Teachers Local 604, A.F.T. ____________________
(date of contract)

Copy #1: Grievance Committee
Copy #2: Administration
Copy #3: Employee
Copy #4: Union President

Form 75604

DEFINITION OF TERMS

1. The word "college" or "district" as used in this Agreement refers to the institution as an agency to implement and/or execute the policy of the Board.
2. Whenever the singular is used in this Agreement, it shall include the plural.
3. "Union Representatives" as used in this Agreement refers to officers elected or officially designated by the Union to function in a given capacity.
4. The words "contract" and "agreement" when used to refer to the items of this Agreement are equivalent and are interchangeable.
5. The words "base salary" shall mean that salary described in Appendix A.
6. "Academic Year" shall be the time period between the first day the staff reports to the college until the last day of exams (inclusive) as designated by the calendar.
7. "Extension Courses" as used in this agreement shall mean any courses offered outside District #525 which have been approved by necessary federal and state authorities.
8. "Off-Campus Courses" are to be defined as those courses taught at locations other than the Houbolt Avenue campus.
9. Seniority in any discipline means total uninterrupted service with District #204 for those who transferred in August 1967, and uninterrupted service spent in District #525.
10. Interrupted services for sabbatical leave purposes shall mean a previous sabbatical leave or a non-paid leave of absence without step credit.
11. A twilight class shall be regarded as one which starts prior to 5:00 p.m. and ends after 5:00 p.m.

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Contractual Agreement between
Illinois Community College Dist. 525
Joliet Junior College
and the
Joliet Junior College Council of the
American Federation of Teachers
Local 604, A.F.T.
1986 - 1988

This Agreement made and entered into this 26th day of February, ~~1986.~~ 1987.

For Joliet Junior College
Council of the American
Federation of Teachers
Local 604, A.F.T.

President

Marvin Schumacher 2-26-87
~~Secretary~~ Vice President

Treasurer

For the Board of Trustees
Illinois Community College
District No. 525

Patricia A. Schneider
Chairperson

Secretary

Mr. Paul Johnson, President
Joliet Junior College Faculty Council,
Local 604, IFT, AFT

Dear Mr. Johnson:

This will confirm that it is the present intention of the Administration to provide release time of at least three (3) hours to full-time faculty who are appointed as a head coach of a major sport.

Very truly yours,

Raymond A. Pietak

Dr. Raymond Pietak, President

AGREEMENT

for

Academic Year(s) 1986-88 *
By and Between The

LAKE LAND COLLEGE FACULTY ASSOCIATION
IFT-AFT, Local 2296, AFL-CIO

and

LAKE LAND COLLEGE
Community College District, 517
Board of Trustees

*This edition includes replacement pages to extend contract for the 1988-89 academic year.

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ARTICLE I. RECOGNITION, DEFINITIONS, AND RIGHTS

A. DEFINITIONS USED THROUGHOUT THE CONTRACT

1. The term "Board" refers to the Board of Trustees of the Illinois Community College District 517 in the State of Illinois.

2. The term "College" refers to Illinois Community College District 517 (Lake Land College).

3. The term "Association" refers to the Lake Land College Faculty Association, Local 2296 of the Illinois Federation of Teachers—American Federation of Teachers, AFL-CIO.

4. The term "academic year" refers to the fall semester and the immediately following spring semester.

5. The term "seniority" refers to the number of years of full-time employment at the college starting from the employee's original date of hire or if service has been broken by termination, from the employee's most recent date of hire.

6. For purposes of this agreement the term "employee" shall, for any academic year, mean and include any individual who meets any one of the following conditions: (a.) Is engaged exclusively in teaching or services directly related thereto consisting of thirty equated semester hours per academic year or their equivalent and performs services directly related to such teaching not less than thirty clock hours each week during the academic year, or (b.) Is engaged in providing academic support services for not less than forty hours each week, or (c.) Is engaged in providing both teaching and academic support services whereby the combination thereof satisfies the equivalent of the foregoing, or (d.) Is engaged in teaching and/or academic support services or their equivalent, fifty percent or more of the time. In determining time devoted, actual hours will be considered.

7. The term "notice" means a written notice delivered in person or deposited in the U.S. mail by certified or registered mail, postage prepaid, addressed to the employee's last known address.

B. RECOGNITION

1. The Board hereby recognizes the Association as the exclusive and sole collective bargaining agent for all employees as defined in Article I, Section A. 6.

C. RIGHTS

1. The Association recognizes that the Board has the responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the College to the full extent authorized by law. This includes all executive and management functions; the determination of the overall College budget, the establishment of qualifications, the selection of and direction of employees, the promotion, transfer, dismissal, or demotion of employees, and the approval or termination of all courses and programs of instruction in the College. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, and the adoption of policies, rules, regulations and practices, shall be limited only by the specific and express terms of this contract and then only to the extent such specific and express terms are in conformance with the Consititution and laws of the State of Illinois and the Constitution and laws of the United States.

2. The Board agrees to participate in good faith negotiations with the duly designated representatives of the Association. The Association and the Board agree that negotiations, in good faith, will encompass the following items: salaries, hours, and other terms and conditions of employment.

3. "Good faith" is defined as the mutual responsibility of the Board and the Association to deal with each other openly and fairly and to sincerely endeavor to reach agreement on items negotiated.

4. It is the responsibility of the Board and the Association to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals and make counterproposals in the course of negotiations and to reach tentative agreements which shall be presented to the Board and the Association respectively, with explicit reasons for the adoption of same. The obligation to urge adoption of the tentative agreement does not preclude either the Board or the Association from discussing the relative merits of all provisions of the tentative agreement with their respective groups.

5. Facts, information, opinions, and proposals will be exchanged freely during the meeting or meetings in an effort to reach mutual understanding and agreement.

6. No employee or applicant shall be discriminated against or favored because of Association membership or activities or lack thereof, sex, marital status, parental status, handicap, age, race, national origin, or religion. The Board and the Association also agree not to interfere with the right of any employee to become or not to become a member of the Association and that there shall be no discrimination against any employee because of Association membership or non-membership.

7. The College will deduct dues from the earnings of each Association member, who shall authorize the same in writing, in an amount determined by the Association, provided that the annual dues to be deducted shall be uniform for each Association member. Such deductions shall be made no later than thirty calendar days following receipt of the written authorization in the College accounting office. A dues authorization may be revoked by written notice of any member who makes such an election. The authorization shall be deemed automatically revoked with the issuance of any Association member's last pay check.

8. In accordance with section 11 of the "Illinois Educational Labor Relations Act" (H.B.1530), employees covered by this Contract who are not members of the Association will be charged a fair share fee for representation and services rendered in an amount not to exceed the annual fee uniformly charged members of the Association. The fair share fee shall be certified by the Association to non-members and to the College as the reasonable cost for representation and services rendered in accordance with the provisions of section 11 of the "Illinois Educational Labor Relations Act", which are expressly incorporated herein by reference. The fair share fee will be deducted by the College from the earnings of the non-member employees and will be paid promptly to the Association or to a bona-fide non-religious charitable organization, if non-member employee(s) object based upon bona-fide religious tenets or teachings.

a. The dues collected and listing of the Association members for whom dues deductions were made shall be forwarded promptly to the treasurer of the Association following such deductions. In addition, a listing of non-Association members and their fair share fee deductions will be forwarded to the treasurer of the Association.

b. If an Association member withdraws membership from the Association, he/she will pay a fair share fee for the remainder of the year proportionately equal to the amount of annual Association dues not paid. The Association will notify the Accounting Office when a member withdraws from the Association.

c. If the College deducts and remits such dues or fair share fee as required in this article, the Association shall indemnify, hold harmless, and defend the College from any action, complaint, suit, or other proceedings which may be brought in relation thereto.

9. The Association shall continue the right to post notices of its activities in the normal areas of the College, use teachers' mailboxes, and use College buildings for meetings so long as prior notice of the meeting has been given to the College and the location approved and there is no interference with orderly processes of the College.

10. Recognizing the students' rights to gain an education, Board or Association views on negotiations shall not be shared with students (with the exception of the official student board member during Board executive sessions) during the conduct of normal college business.

11. The Association will promptly furnish copies of any pertinent information as reasonably requested by the Board or its representative. The Board will promptly furnish copies of any pertinent information as reasonably requested by representative of the Association. Nothing herein shall require the Board or the Association to research and assemble information if it is not readily available from existing records or reports.

D. VANDALIA CORRECTIONAL CENTER EMPLOYEES

1. In the event of conflict between the terms and conditions of employment specified in this agreement and the Department of Corrections Contract with Lake Land College, the Department of Corrections Contract provisions shall govern and prevail.

ARTICLE II. CONDITIONS OF EMPLOYMENT

A. INSTRUCTIONAL LOAD

1. The development of the final master schedule is the responsibility of the Vice President for Academic Services, who will be assisted by the Dean(s) and Division Chairpersons. The process of developing the master schedule will involve consultation with instructors and counseling staff. Each Division Chairperson, Librarian, Counselor, Director, and Specialist providing academic support services shall maintain a forty-hour work week on campus.

2. A normal load for an instructor is thirty (30) equated semester hours per academic year. A normal full load or its equivalent during any one academic year may be derived from courses offered during the normal day and evening hours of the normal work week. Full-time instructors will be assigned to day classes unless a full-day teaching load is not possible. On-campus evening classes may be assigned as a part of a normal instructional load. Saturday and off-campus classes may be assigned as a part of a normal instructional load when agreed to by the instructor. Additional assignments related to the instructor's qualifications will be used if a full load does not materialize during any academic year. In addition to the above load formula, the following factors will be considered in the preparation of the master schedule:

a. The instructor should have three or fewer unique preparations a semester if possible.

b. The instructor shall not be assigned for more than two consecutive hours of lecture unless by mutual agreement of the instructor and division chairperson.

c. The normal workday for an instructor will not exceed an eight-hour (8) span unless required to satisfy the instructor's teaching load or by mutual agreement between the instructor and the division chairperson.

d. The following courses which involve substantial student writing assignments will have an assigned class limit not to exceed 25 students: Composition I, Composition II, Report Writing, Business Communications, Advanced Formatting, Production Typewriting and Advanced News Writing. The class limit for such courses may be waived by the mutual consent of the instructor and the division chairperson.

e. In courses which are lecture, laboratory, or a combination thereof, the following formula shall be applied in determining equated semester hours of instructor load:

Equated Semester Hours = (Laboratory Hours + Lecture Hours + Course Credit Hours) / divided by 2.

f. In Supervised Occupational Experience the instructor's teaching load will be determined at the rate of one equated semester hour of teaching load for each unit of 13.5 student credit hours generated per academic term. The single exception to the ratio of 1:13.5 shall be the dental clinical assisting course (No. 27.055) which shall be equated at the ratio of one hour of teaching load for each unit of seven (7) student credit hours generated per academic term.

g. The maximum number of advisees assigned to an advisor should be 30 students. Each division shall receive each semester a listing of all advisors (including chairpersons) and the number of assigned advisees for each. This list will be circulated within the division.

h. Full-time Lake Land College instructors will have first priority for evening and summer session assignments.

Other non-instructional members of the bargaining unit will have second priority for unfilled class assignments, provided they have the necessary qualifications, before the College will hire part-time instructors.

Any non-instructional bargaining unit member who desires to teach evening or summer session must have a written request to this effect on file with the Vice President for Academic Services prior to the time the instructional assignment is made. Pay for this instruction will be at the part-time rate.

3. Instructors will:

a. Be on campus for not less than thirty (30) hours a week. A minimum of three (3) hours a college day must be served on the campus.

b. Each instructor shall maintain at least five (5) scheduled office hours on campus and/or approved location per week for consultation with students. The weekly schedule for office hours shall be posted and displayed in a conspicuous place. Any changes in such office hours shall be posted in a similar mannner.

c. The difference between the time spent in class, preparation, office hours, and the thirty-hour (30) requirement, may be distributed as the instructor deems necessary to act as a sponsor for co-curricular activities, college committee work, division and departmental meetings, preparation of reports, participation in college-wide recruitment activities for new students and other activities of a similar or relevant nature.

4. Teaching load and overload assignments:

a. No instructor or chairperson having a full-time assignment shall be assigned or permitted more than ten (10) equated semester hours as an overload an academic year with no more than six (6) equated overload hours a semester. Such assignment shall be dependent upon the instructional needs of the College.

b. No instructor will be required to teach more than thirty (30) equated semester hours an academic year.

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c. Overload assignments for each instructor will be designated at the time the course schedule is finalized by the Vice President for Academic Service's office.

d. Instructors who do not make their normal teaching load during the Fall and Spring semesters will be subject to one or more of the following conditions either separately or in combination with each other:

1. Have their contractual salary reduced pro-rata on the basis of the number of equated hours actually taught compared to a minimum of 30 equated semester hours.
2. Teach during the summer session if classes are available and a load develops.
3. Accept one or more assignments by direction of the College which will provide the equivalent to a full teaching load based on three (3) clock hours of effort per week for each equated hour of load to satisfy the minimum requirements.

5. No division chairperson will assign himself/herself or any other instructor an overload assignment in a given semester within a specific teaching field when any other member of the division does not have a full load in that field. Division chairpersons will have faculty status and will teach a minimum of fifteen (15) equated credit hours per academic year. The division chairperson's administrative duties shall be specified in a separate standard agreement between the division chairpersons and the College.

B. SALARY GUIDELINES

1. The salary range (see B. 8) applies to a nine-month base contract relating to the 1986-87, 1987-88 and 1988-89 academic years. One-ninth of the nine-month base contract salary will be added for each additional month for employees who are employed more than nine months. A proportionate amount will be paid for any contract less than a month. Academic Support Personnel who are under contract as full-time employees after the spring semester grades due day, and before the first day of staff development for the fall semester, shall be required to work:

a. A total of three hundred fifteen (315) work hours for two-ninths (2/9) of the nine-month contract salary during the Summer Semester.

b. Not less than eight (8) hours per day, nor more than nine (9) per day as approved by the Vice President or his/her delegates.

It is expressly understood and agreed that this work schedule shall be applicable to the four-day Summer Schedule and shall not be extended to other periods.

2. Summer Session will be by special contract, and full-time instructors will be paid one-ninth of the contract salary a month for two months for a full load. Salaries for contracts extending beyond the two-month period will be computed

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contracts extending beyond the two-month period will be computed on a prorata basis. Full-time instructors teaching less than a full load will be paid on a proportionate basis. A summer school full load is defined as eight equated semester hours. Equated credit hours exceeding eight hours will be paid at the overload rate for those excess hours. No overloads will be assigned without prior approval of the Vice President for Academic Services.

3. Compensation for overload assignments (teaching assignments in excess of 30 equated semester hours in the Academic Year or 8 equated semester hours in the Summer Session) will be paid on the following basis:

Creditable Semester Hours of Teaching	Salary Per Equated Semester Hour
0-25	$255.00
26-and over	$275.00

4. Instructors teaching non-credit courses will be paid at the rate of twelve dollars and fifty cents ($12.50) a contact hour.

5. Instructors supervising an independent study course shall be paid thirty dollars per credit hour upon the student's successful completion of the course. The initial instructor/student agreement in determination of the successful completion of the course shall be subject to the approval of the appropriate instructional dean, who may approve payment to the instructor in special circumstances when all requirements for successful completion have not been met.

6. Instructors as approved by the Vice President for Academic Services certifying material for life experience credit under the Associate and Liberal Studies degrees will be paid according to the following schedule. Student requests for credit as approved by the Vice President for Academic Services will constitute the basis for instructor compensation.

Equated Semester Hours Credit	Compensation
0-4	$20
5-11	$40
12-18	$60
19-32	$80

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7. The 1986-87 academic year will be defined as 172 days with at least one day of the required faculty development days to be assigned at the discretion of the department chair to conform to the majority decision of the division members.

The 1987-88 and 1988-89 academic years will be defined as 171 days with at least one day of the required faculty development days to be assigned at the discretion of the department chair to conform to the majority decision of the division members.

In the event that an employee's absence is not covered by Article II, Section F., the days used to compute the deduction from pay will be determined as follows: actual number of days on the official calendar for each academic year divided into the dollar amount of the employee's nine-month base salary for the appropriate academic year times the number of days absent.

All employees shall participate in planned activities as assigned by the appropriate Vice-President, Dean(s), and division chairperson.

8. Salary Ranges for each Academic Year covered under this agreement shall be as below:

	1986 - 1987	1987 - 1988	1988 - 1989
T-I	$13,965 - $24,894	$14,617 - $25,858	$15,494 - $27,409
T-II(T+10)	$14,209 - $25,127	$14,857 - $26,099	$15,748 - $27,665
T-III(T+20)	$14,442 - $25,477	$15,097 - $26,459	$16,003 - $28,047
T-IV(T+30)	$14,675 - $25,710	$15,337 - $26,699	$16,257 - $28,301
B	$14,909 - $28,403	$15,578 - $29,472	$16,513 - $31,240
B + 15	$15,153 - $30,756	$15,829 - $31,894	$16,779 - $33,808
M	$16,319 - $32,515	$17,035 - $33,705	$18,057 - $35,727
M + 15	$16,552 - $34,286	$17,270 - $35,529	$18,306 - $37,661
M + 30	$16,785 - $36,045	$17,509 - $37,339	$18,560 - $39,579
M + 45	$17,089 - $37,222	$17,823 - $38,552	$18,892 - $40,865

a. Substitute teaching either in or outside the system shall not be considered as creditable experience. Amount of experience credit for military service shall be one year for each two years of military service not to exceed four years credit.

b. Workshops, service schooling, or academic class hours successfully completed since September 1, 1970, by employees shall be equated to credit hours for horizontal movement on the salary ranges.

c. Fifteen workshops, service schooling, or academic class hours equals one semester hour credit.

d. The individual instructor concerned shall submit the credit request to the Vice President for Academic Services for approval. The request should follow the regular channels. Any request not approved shall be returned, accompanied by a written explanatory statement.

e. Instructors must have earned a bachelor's degree before becoming eligible to move to the bachelor level.

*The 1988-1989 Salary Range Scale and underscored areas indicate changes to this page.

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f. Credit earned beyond the master's degree must be graduate courses in the employee's assigned area of responsibility or subject matter field or have prior approval by the Vice President for Academic Services if the credits earned are to be counted toward an increment on the salary guidelines.

9. a. Each returning employee under contract for the 1986-87 academic year with Lake Land College shall receive an increase of Five (5) percent of his/her 1985-86 base nine-month academic year salary plus $228.00. These amounts shall be accumulative to the base for future computations. In addition, a non-accumulative one (1%) percent of the 1985-86 base nine-month academic year salary will be included in the 1986-87 nine-month academic year salary.

b. Each returning employee under contract for the 1987-88 academic year with Lake Land College shall receive an increase of Three (3) percent of his/her 1986-87 base nine-month salary plus $228.00. These amounts shall be accumulative to the base for future computations. In addition, a non-accumulative one (1%) percent of the 1985-86 base nine-month academic year salary will be included in the 1987-88 nine-month academic year salary.

c. Each returning employee under contract for the 1988-89 academic year with Lake Land College shall receive an increase of Six (6) percent of his/her 1987-88 base nine-month contracted salary.

d. Lake Land College agrees there shall be no layoffs or reductions in force during the length of this contract. This provision shall not require the filling of employee position vacancies covered by this agreement which occur by termination of employment during the 1986-87 and 1987-88 academic years due to retirement, resignation, death, disability, or dismissal for cause.

10. Employees who qualify to advance from one educational or training level to another will be compensated an additional $525.00. Employees who received an earned doctor's degree shall receive an additional $750.00.

11. New employees shall receive a salary determined by the minimum salary in the range of appropriate education or training level plus $525.00 for each previous year of creditable experience.

Creditable Years of Outside Experience	Range Credit
Part of one year	0
1	1
2	2
3	3
4	4
5 or 6	5
7 or 8	6
9 or 10	7
11 or 12	8
13 or 14	9
15 or over	10

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12. Checks are distributed semi-monthly for all employees based on a published schedule. Employees have the option of receiving their annual salary paid on a nine-month or twelve-month basis. In either case, the option must be made with the Accounting Office no later than the first instructional day in September and may not be changed during the school year. Payment for all overloads will be made during the Spring Semester and may be made on a monthly basis or at the end of the semester as elected by the employee. Payments for overloads may be made prior to the Spring Semester upon verification by the Vice President for Academic Services that the employee will have a full teaching load for the year.

13. The Board supports the concept of payroll deductions as a service of the College to individual employees, to the extent the process is commensurate with sound financial practices and procedures. Payroll deductions, upon written request of the individual employee, will be authorized for contributions to charitable organizations, state and federal tax withholding, personal interests related to the investment of income, insurance, retirement, and dues of organizations and associations which promote the academic and/or professional interests of higher education.

14. Employee assignments for additional duties involving release time and/or stipends shall be determined between the employee and the administration and are not part of the Board/Faculty Agreement. It is further understood and agreed that the employee who is offered an extra assignment shall have the option of accepting or rejecting such assignment.

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C. INSURANCE

A comprehensive insurance program shall be made available for all employees defined in Article I, Section B.

1. Life insurance in the amount of $30,000 is provided for all full-time employees, with an additional $30,000 accidental death and dismemberment. The College will pay the premiums for the employee. Optional life insurance is available for eligible employees and employee's spouse up to a maximum of $150,000 each if underwritten by the current insurance carrier. Optional life insurance is available for the employee's dependent children (as defined in the insurance policy) in the amount of $5,000. All optional costs are paid by the employee.

2. Health, Major Medical, and Dental Insurance is available for every full-time employee through one of the College group medical insurance plans. The employee has the option to choose the plan. The College will pay the following per month toward the actual cost of the employee's insurance for the year 1986-87 and the year 1987-88:

	Employee Only	Employee & Family	Employee Med. & Fam. Dental	Family Med. Emp. Dental
Common Insurance Carrier	$106.02	$194.87	$120.93	---------
Carle Care HMO	$ 90.41	$163.96	$105.32	$149.05
HAP-ILL HMO	$ 82.41	$154.05	$ 97.32	$139.14
Personal Care HMO	$ 88.00	$166.82	$102.91	$151.91

The College will pay 100% of the cost of the employee's insurance premiums for 1986-87.

The College will pay 50% of the employee's spouse and dependent children's dental and family and major medical insurance premiums for 1986-87.

The dollar amounts reflected by these percents shall be the maximum paid for 1987-88 and shall be computed on the maximum provider rates.

The 1987-88 dollar amounts shall be increased by a maximum of $10.00/month per employee for the 1988-89 year.

Where an employee, spouse or dependent has a medical problem that warrants not changing to an HMO, the College agrees to continue providing coverage at the same percents as paid in 1986-87 for the term of the agreement. Any such instance must be approved by the Vice President for Business Services.

During the duration of this two-year agreement, the College will not assume any increase in insurance that results from employees changing from a less expensive to a more expensive insurance carrier.

The College agrees to a special reopening of the enrollment period for HMO coverages during the 1986-87 academic year.

The College agrees to conduct periodic employee orientation and education programs related to group insurance costs, benefits, and utilization.

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3. Retirement Provisions. Employees covered by this contract who retire under the provision of the State Universities Retirement System, may continue to receive insurance benefits for health, major medical, and dental coverage from the College by paying all premium costs involved for individual and dependent coverage while retired. It shall be the responsibility of the employee to initiate the request with the Accounting Office upon retirement.

The following options may be used by a retiring employee:

Option A—Continue in the college group plan if retiring prior to 65 years of age and pay all premiums involved.

Option B—If 65 years of age or over to pay all premium costs and be placed in a closed class group with full health, major medical, and dental coverages.

Option C—If 65 years of age or older and qualifies for Medicare, the employee may pay premiums for a medical supplement plan to pay costs not paid by Medicare.

Option D—The spouse of a deceased employee may qualify for coverage. Inquiry should be made at the Accounting Office.

Employees who qualify for early retirement may continue the life insurance benefits in effect at the time of retirement until age 65.

4. Worker's Compensation. Any accident or illness which is the result of employment is covered by Worker's Compensation. Faculty members who are injured while working for Lake Land College must report the accident immediately to Health Services, the Business Office, or the Administrator in charge even if the injury does not seem to warrant medical attention, so an Accident Report can be prepared.

Time lost due to an accident as a result of employment is not deducted from the faculty member's sick leave. The College will continue salary benefits through the first three (3) working days, at which time Worker's Compensation will start paying the faculty member for time lost. In the event the disability from an accident extends beyond ten (10) working days, Worker's Compensation insurance will pay from the first (1st) day of disability. The faculty member would then reimburse the College for the first three (3) working days' compensation.

In the event that Worker's Compensation denies the claim and an appeal is unsuccessful, the employee, upon return to work, can use available sick leave days to cover the absence. In the event that sick leave day benefits expire prior to release by a physician to return to work, the employee may refer to the provisions of the State University Retirement System disability benefits.

D. TRAVEL POLICY

1. The administration shall encourage employees to attend professional meetings. Special encouragement will be given to employees attending meetings at which the employee will be an active participant (speaker, officer, moderator, etc.)

2. It shall be the responsibility of the division chairperson to recommend employees for attendance at meetings. It is expected that attendance at meetings will normally be equally distributed within a division. It is expected that only one member of a division shall be at a national meeting.

3. In order for an employee to attend a national or state meeting, the person must be an active member of said organization.

4. Mileage reimbursement for car shall be $.20 per mile traveled. When convenient and practical, travel is to be made by the most economical method.

5. All travel expenses will be paid by the college for all who attend meetings in any official capacity and who have been approved to attend by the administration. When travel is approved, no deduction from salary shall be made for being absent from duties. Any member covered under this agreement who is on approved College travel during contractual service days and receiving full salary for such days will refund to the College or College Foundation any remuneration or honorarium received during the period of travel.

6. A copy of the travel approval, with bills attached or notation where possible, will be presented to the Accounting Office for payment. Allowance for meals will not exceed $20.00 per day except for those instances in which attendance at meals is desirable and for which the $20.00 daily allowance will be exceeded.

7. All employees will be reimbursed for approved travel at a rate of $.20 per mile. All measurements for mileage will start and end at the employee's campus office. Prior approval shall be given by the appropriate Vice President.

E. TUITION WAIVER

1. Employees will be approved for a tuition waiver for state-funded courses offered by Lake Land College. The employee will submit an application for a tuition waiver for each course to the Accounting Office prior to registration. Conditions for the application are:

   a. Eligibility for a tuition waiver shall include the employee, spouse, and their dependent children, as defined by the U.S. Internal Revenue Code.

   b. Tuition waiver students shall not be included in the determination of the minimum number of students required for a class to be taught.

   c. Employees shall not enroll in classes during normal working hours, subject to contract provisions.

   d. Tuition waiver students shall be subject to all registration and course fees when enrolling in a course.

   e. Tuition waiver students, excluding employees, shall apply for scholarship funds that may be used in lieu of tuition waivers as set forth in this policy.

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F. LEAVES

1. Sick Leave

All employees will be granted twelve (12) days sick leave with full salary for each academic year. Employees on eleven or twelve month contracts and those with summer contracts will be granted two (2) additional days of sick leave per year. Such leave is available on the first day of each academic year. Any unused portion of the sick leave will be accumulative to a maximum of two-hundred seventy-four (274) days. Employees who have previously been employed in other educational institutions will be credited with additional sick leave as follows:

1 year previous experience - 5 additional days
2 years previous experience - 10 additional days
3 years previous experience - 15 additional days

Sick leave may be used for personal illness, illness in the immediate family, and for pregnancy. The immediate family shall mean the mother. mother-in-law, father, father-in-law, spouse, son, daughter, brother, or sister of the employee, or any relative living in the immediate household of the employee.

A form certifying the nature of the illness will be signed by the faculty member and forwarded to his/her supervisor, appropriate administrator, and the Personnel Office. A statement certifying the illness or absence from a physician may be required if the illness extends beyond one (1) week to insure that the employee has sufficiently recovered to return to work.

2. Bereavement Leave

Bereavement leave up to 5 days per occurrence with pay will be available in the event of the death of the employee's spouse, child, step child, parents, and step parents. Bereavement leave of up to 3 days will be available in the event of the death of the employee's mother-in-law, father-in-law, son-in-law, daugher-in-law, brother, sister, sister-in-law, brother-in-law, grandparents, grandchildren, aunts, uncles, nieces, nephews, or foster parents. Such leave is nonaccumulative and shall not be deducted from the employee's accumulated sick days.

3. Leave for Jury Duty or Court Attendance

Employees who are summoned to court to perform jury duty shall be granted leave with pay. Employees who are subpoenaed to attend court or board hearings to testify in matters in which they have no personal or monetary interest shall be granted leave with pay. Employees who due to their College employment are required to attend court as parties to lawsuits will be granted leave with pay. Any remuneration, excluding mileage, received for jury duty or for testifying before a court or board shall be refunded to the College or College Foundation. In any case, leave for jury duty or for court attendance will not be charged to sick leave.

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APPROVED: Thomas J. Walb DATE: 11/17/87

4. Sabbatical Leave

On completion of six consecutive years of satisfactory full-time employment since July 1, 1967, in Community College District #517, current full-time employees covered by this contract will qualify for consideration for sabbatical leave for the purpose of pursuing full-time study, training, or retraining at an appropriate institution designed to broaden individual teaching potential in areas of determined need in the College.

a. A sabbatical leave selection committee shall be appointed to evaluate the request for leave. The committee shall be composed of one non-teaching faculty member, one teaching faculty member from each division appointed by the president of the Lake Land College Faculty Association, the Vice President for Academic Services and the Vice President of Student Services. All appointments shall be for three-year rotating terms except for nondivisional members. In the event a member of the selection committee may request a sabbatical leave, he/she shall resign from the committee prior to the submission of the request, and he/she shall be replaced by another member from the division for the duration of his/her term as divisional representative.

b. The committee shall establish guidelines for preparing sabbatical requests and make them available not later than November 1 of each year.

c. A request in writing for sabbatical leave shall be submitted to the Vice President for Academic Services who in turn will present the request to the sabbatical leave selection committee. Such a request must be filed not later than the first class day of the spring semester of the academic year preceding the academic year in which the sabbatical leave is desired. Applicants will be informed in writing of the committee's recommendation.

d. From the list of names recommended by the sabbatical leave committee, the president of the College will make a recommendation to the College Board. Approval for the granting of leave shall be made by the Board on the recommendations of the president. Members selected for sabbatical leave shall be notified following the regularly scheduled March Board meeting of the academic year preceding the academic year in which the leave is desired.

e. A maximum of four (4.0) percent of the full-time college employees covered by this contract may be on sabbatical leave in any given academic year provided that suitable replacements can be found. The number allowed from a given division in any one year will be determined by the president after consulting with the Vice President for Academic Services.

f. Leaves shall be granted for a period of time not to exceed one year.

g. Evidence of compliance with the purpose for which the leave was granted shall be presented to the president at the completion of the leave.

h. Compensation during the sabbatical leave for staff members shall be in an amount equal to 100% of the academic year contractual base salary for a leave of one semester or for a period less than a semester if appropriate arrangements can be made; 50% of the contractual salary if for a leave of two semesters.

i. The compensation described will be paid in the same manner and at the same time as salaries paid other members of the staff or in some other manner mutually agreeable between the president and the employee.

j. All salary increases, fringe benefits, and the like negotiated while the employee is on sabbatical leave shall be recognized during the sabbatical leave if all other requirements are met.

k. An employee on sabbatical leave will retain his/her status as a member of the State Universities Retirement System and with the college insurance plans.

l. An employee granted a sabbatical leave shall agree to serve at least one academic year at Lake Land College immediately following the leave and shall give a judgment note for the amount of salary paid while on leave. Said note shall be cancelled at the end of the year of service required or at the death or disability (defined as the employee being unable to perform his/her contracted job) of its maker.

m. Upon return from a sabbatical leave, an employee will be reinstated to a position which is at least equivalent in rank and salary to the one held at the time the leave was granted.

5. General Leave of Absence

A leave of absence may be granted upon approval of the president and the Board. The employee must use the granted leave for the approved purpose. A leave of absence is defined as an extended leave (for up to two years) without pay and fringe benefits. At termination of the leave the employee is guaranteed reinstatement in a position which is at least equivalent to the one he/she held prior to the leave. Seniority will not be affected by an approved general leave of absence, and upon return the employee will receive all negotiated benefits (not retroactive during the period of the leave). An employee will notify the Personnel Office in writing three months prior to the end of the approved leave of his/her intention:

a. To return to full-time employment with the college;
b. To terminate employment with the college; or
c. To request an extension of the leave.

6. Maternity Leave

A. The Board will grant a request for leave without pay and fringe benefits for pregnancy, and childbirth for a period not to exceed one year. The dates of the leave shall be agreed upon by the college and the employee. For approved leaves over six months, the employee will notify the Personnel Office in writing at least three months prior to the end of the approved leave of an intention to:

a. Return to full-time employment with the college;
b. To terminate employment with the college; or
c. To request an extension of the leave.

The employee will be returned to the original position or to a position of like status and pay. A one-year extension of the leave may be renewed upon application to the Personnel Office and approval by the president. The three-month provision shall apply to extended leaves.

B. Parental Leave The Board will grant a request for leave without pay and any fringe benefits for childrearing, including the adoption of a child for a period not to exceed one year. The dates of the leave shall be agreed upon by the the employee and the college. For leaves over six months, the employee will notify the Personnel Office in writing three months prior to the end of the approved leave of an intention to:

a. Return to full-time employment with the college;
b. To terminate employment with the college; or
c. To request an extension of the leave.

The three-month provision applies to extended leaves. The employee will be returned to the original position or to a position of like status and pay. A one-year extension of the leave may be renewed upon application to the Personnel Office and approval by the president.

7. Employee Benefits while on leave:

An employee granted an unpaid leave of absence may elect to participate in the State University Retirement System during the period of the leave; the employee shall make all contributions. An employee may elect to participate in the College benefit program during the period of an unpaid leave; the employee shall make 100% contribution to all applicable benefits.

8. Personal Leave

Personal leave with pay of up to two days may be used by an employee during any year commencing with the fall semester for the purpose of caring for personal, legal, household, or family matters which require absence from professional responsibilities. Personal leave shall not be used for the purpose of extending vacation and shall not be accumulated from year to year. Except in an emergency, employees desiring to use personal leave shall notify the appropriate Vice President or designated administrator in writing in advance, if possible. When advance notification is not possible because of an emergency, the employee must substantiate the leave in writing within three days after return to work. Failure to do so will result in loss of pay for the leave days taken. Additional personal leave may be granted without loss of pay if the purpose of such leave is stated and approved in advance.

Personal days used by teaching faculty will be deducted from unused sick leave. Personal days used by teaching faculty may be used in one-half (1/2) day increments. Personal days used by 40-hour-per-week employees will not be deducted from unused sick leave and may be taken in increments of two hours or greater.

9. Training/Retraining Program:

In order to qualify for reimbursement of paid tuition and fees incurred for course work which upgrades present skills or provides a means of retraining in the same or different academic discipline, the following conditions and limitations shall be applicable to College-approved training or retraining programs for faculty and staff covered by this agreement:

a. It is expressly understood and agreed that unless release time or an unpaid leave is granted to eligible faculty members, the participating employee shall be required to satisfy all contractual teaching or job assignment responsibilities including the maintenance of the required number of hours per week on campus while pursuing the College-approved training or retraining program.

b. Not more than five (5) percent of the tenured full-time faculty and academic support staff as of the date of this agreement shall be eligible to participate in an approved reimbursable training or retraining program in any given academic year.

c. All reimbursable courses or training must be part of an approved plan for retraining in a specific academic area or upgrading skills in accordance with the instructional and academic support needs of the College. Such plans shall require approval by the appropriate vice president.

d. Upon successful completion of the prescribed course or program of study, the amount subject to reimbusement to the employee shall not exceed the actual tuition and fees paid for the course excluding travel and incidental expenses.

e. Tuition and fees charged for courses offered by Lake Land College shall be covered under the applicable provisions of the College tuition waiver program for faculty and staff as set forth in this agreement.

f. Any credit hours earned which are subject to the reimbursement of tuition and fees by the College shall not be applicable to nor used by participating employees to satisfy the requirements for advancement on the salary schedule due to a change in education or training level.

g. Any employee participating in a College-approved training or retraining program shall be required to render service to the College for at least one full academic year after the completion of the program and shall guarantee reimbursement to the College in the event that this contractual obligation is not fulfilled by giving a judgment note in favor of the College in the amount of reimbursement which shall be cancelled at the end of the year of service required or at the death or disability (defined as the employee being unable to perform his/her contractual job responsibilities) of its maker.

G. RETIREMENT PROGRAM

1. A person who is employed with full-time status and expected to be employed on a continuous basis will become a participant in the State Universities Retirement System on the first day of employment.

2. Any employee who retires before the age of sixty-five may apply for the College Early Retirement Plan. A qualified applicant will receive one-fifth of his/her last base contractual salary each year paid monthly until he/she reaches the age of sixty-five for a maximum of five (5) years or until the total amount of retirement pay equals the last contractual base salary.

The retirement payments will be made as follows:

Age	Percent of Last Year's Salary
64	20%
63	40%
62	60%
61	80%
55-60	100%

3. To qualify for this program, the employee must have attained a minimum age of fifty-five and have been a full-time employee at Lake Land College for a minimum of fifteen years. In determining the fifteen years of full-time employment, a leave of absence of any kind will not be included. However, a paid sabbatical leave, either for a semester or a full year, will be used in determining years of service.

4. Employees who retire under provisions of the State Universities Early Retirement Option will forfeit all or a portion of the benefits provided by the College Early Retirement Plan. The State Universities Early Retirement Option provides that the employer and the employee will make a contribution to the retirement system based upon the retiring employee's age and final base salary as follows:

Age	Employee's %	College's %
55	35%	100%
56	28%	80%
57	21%	60%
58	14%	40%
59	7%	20%

5. All employer contributions to the State Universities Early Retirement Option will be deducted from employee benefits to be earned through the College Early Retirement Plan. For example, an employee age fifty-seven who retires and elects to use both the State Universities Early Retirement Option and the College Early Retirement Plan will receive benefits as follows: Lake Land College will make a one-time lump sum payment to the Retirement System of 60% of the contractual base salary of the employee. In addition, Lake Land College will pay the employee the remaining 40% of his/her final year's salary over a five-year period at 8% per year.

6. In no case will the college pay out more than 100% of the retiring employee's last contractual base salary.

7. Only the College Retirement Plan will apply when the S.U.R.S. option expires.

8. The final year of full-time employment must be actually worked and cannot be a leave of absence. In addition, an employee returning from a sabbatical leave must complete two years of full-time employment to qualify for the College Early Retirement Plan.

9. A request for early retirement must be submitted in written form to the president prior to December 31 of the final full year of employment. Payment to the retiree will be made in monthly installments with appropriate deductions for insurance, etc. made upon the request of the retiree. Payments will begin within sixty (60) days following the employee's retirement. In the event of death, early retirement payments will cease at the end of the month in which the employee's death occurs.

10. At the discretion of the Board, the Early Retirement Plan may be limited to no more than fifteen percent (15%) of those employees who are eligible. In the event the Board invokes a limitation, participation will be allocated among those employees applying on the basis of seniority with Lake Land College.

H. BREAKS AND HOLIDAYS

Academic Support employees who are requested to work during semester break, holiday period or other times as determined by the official academic calendar as being a non-contractual period, will be granted equivalent days off. Exception to the above are college designated Holidays and Sundays which shall be compensated at one and one-half (1.50) times equivalent days off. The schedule for the compensatory days will be requested by the employee and submitted to his/her immediate supervisor for approval.

ARTICLE III. GRIEVANCE PROCEDURE

A. DEFINITION

1. A grievance is defined as an alleged violation, misinterpretation, or misapplication of a specific article or section of this contractual agreement.

B. GUIDELINES

1. The resolution of grievances shall transpire during times mutually agreed upon by both parties at the respective steps.

2. The grievant must be present at all grievance hearings and conferences.

3. The grievant, at his or her option, may request that a member or representative of the Association participate in the grievance process. However, an Association representative must be present at all steps following the Informal Step. The administration will inform the Association of times and places of all meetings where the grievant has not requested Association representation.

4. The grievant may withdraw a grievance at any time.

5. If a grievance involves several employees and the Association or the Association, then the Association may initiate a grievance directly to the college president for resolution of the issue. If the issue is not satisfactorily resolved at this point the Association may go to Step 4 of the Formal Stage of the grievance procedure.

6. The time provisions at any step may be altered by mutual consent of the grievant(s) and the appropriate representative of the College.

7. At each level beyond the Informal Stage signatured triplicate copies of the grievance and the subsequent response, also in triplicate, shall be issued. The grievant retains a copy of all filings and responses. A second copy of all statements will remain with the administration at the appropriate level and may be forwarded as necessary; a third copy will be sent to the Association.

C. GRIEVANCE STEPS

1. Informal Stage. An individual employee who within six (6) months that the alledged grievance became known to the grievant believes his or her rights have been abridged as provided in this contract, shall make an attempt to resolve any grievance in an informal verbal discussion between the employee and his or her immediate supervisor.

2. Formal Stage.

a. Step One. If the grievance is not resolved in the informal stage the grievant may, within five (5) college business days of the time of the final action in the Informal Stage, present in writing to his or her immediate supervisor the grievance. A statement of the grievance shall: name the grievant involved, state the facts giving rise to the grievance, identify all provisions of this contract alleged to be violated, state the contention of the grievant, be signed by the grievant, and indicate the settlement requested. Within five (5) college business days after the written grievance has been presented to the immediate supervisor, a conference shall be arranged to discuss the grievance. Within five (5) college business days after the conference, a written response from the immediate supervisor stating the disposition of the grievance shall be forwarded to the grievant, with copies forwarded to the Association and to the appropriate dean.

b. Step Two. If the grievance is not resolved in Step One of the Formal Stage, the grievant may, within five (5) College business days of the filing of the decision of the immediate supervisor, submit to the appropriate dean a statement of the grievance signed by the grievant. Within five (5) College business days after receipt of the statement of the grievance, the appropriate dean or vice president shall arrange a conference with the grievant to discuss the grievance. Within five (5) College business days after the final conference, the dean or vice president shall file a written disposition of the grievance with the grievant and forward copies to the President of the College and to the Association.

c. Step Three. If the grievance is not resolved in Step Two of the formal stage, the grievant may, within five (5) College business days of the filing of the decision of the appropriate administrator, submit to the President of the College a statement of the grievance signed by the grievant. Within five (5) College business days after receipt of the statement of the grievance, the President shall arrange a conference with the grievant to discuss the grievance. Within five (5) College business days after the final conference, the President shall file a written disposition of the grievance with the grievant and the Association.

d. Step Four. If the grievance is not resolved in Step Three, the grievant may, within five (5) College business days of filing of the decision of the president of the College, submit the grievance to the Board's Personnel Committee. The president of the College shall forward all written statements pertaining to the grievance along with a copy of the grievant's statement of grievance to the Board. If the statement of grievance is received one week prior to the regular monthly board meeting, the grievance will be placed on the agenda for the board meeting, or if received subsequent to the aforementioned deadline date, at the next regularly scheduled meeting. The Board shall review all documents submitted by the grievant and the College president pertaining to the grievance, and may, at its discretion, hold hearings and conferences, and if desirable, seek further information pertaining to the grievance. The Board shall render a decision at said meeting. Within five (5) College business days, the Board will file with the grievant and the Association a written disposition of its decision.

e. Step Five. If the grievance is not resolved satisfactorily, the Association, within thirty (30) days after receipt of the written reply from Step Four, may submit a demand in writing to enter into binding arbitration. The American Arbitration Association or a body designated by the Illinois Education Labor Relations Board will be requested to provide a panel of at least five arbitrators under the Voluntary Labor Arbitration Rules. Selection of the arbitrator shall be made by the parties alternately striking a name from the list provided until one name remains and this named person shall serve as arbitrator. The party eligible for the first deletion shall be determined by chance.

D. ARBITRATION

1. The arbitrator shall make his/her decision in writing and in his/her opinion shall not amend, modify, nullify, or add to the provisions of the agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the Board and the Association and his/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the agreement. The arbitrator is empowered to include in any award such financial reimbursements or other remedies as will make the grievant whole.

2. The arbitrator shall have no authority to render an opinion inconsistent with the state or federal laws.

3. Expenses for the arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the Board and the Association. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

4. If either party requests a transcript of the proceeding, that party shall bear the full cost of that transcript. If both parties order a transcript, the cost of the two transcripts shall be divided equally between the parties. If a copy of the transcript shall be furnished to the arbitrator, the cost of such will be divided equally between the parties.

5. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.

6. The arbitrator shall not have the power to retain jurisdiction in any case after he/she has rendered his/her final decision.

7. The decision of the arbitrator shall be binding on both parties.

8. Failure at any step of the procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. When a decision is rendered, it shall include background and reasoning.

ARTICLE IV. PROFESSIONAL RIGHTS AND RESPONSIBILITIES

A. SEXUAL HARASSMENT

1. Staff. It is the policy of Lake Land College that no staff member shall be subject to nor engage in sexual harassment. Sexual harassment is a form of sexual discrimination and is intolerable. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when:

a. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or education,

b. submission to or rejection of such conduct by an individual is used as a basis for academic or employment decisions affecting that individual, or

c. such conduct has the purpose or effect of substantially interferring with an individual's academic or professional performance or creating an intimidating, hostile or offensive education or employment environment.

2. Student. It is the policy of Lake Land College that no student shall be subject to sexual harassment. Sexual harassment is a form of sexual discrimation and is intolerable. Sexual harassment means any unwelcome sexual advances or requests for sexual favors made by a college representative to a student, or any conduct of a sexual nature exhibited by a college representative toward a student, when such conduct has the purpose of substantially interfering with the student's educational performance or creating an intimidating, hostile, or offensive educational environment; or when the college representative either explicitly or implicitly makes the student's submission to such conduct a term or condition of, or uses the student's submission to or rejection of such conduct as a basis for determining:

a. whether the student will be admitted to the College,
b. the educational performance required or expected of the student,
c. the attendance or assignment requirements applicable to the student,
d. to what courses, fields of study or programs, including honors programs, the student will be admitted,
e. what placement or course proficiency requirements are applicable to the student,
f. the quality of instruction the student will receive,
g. what tuition or fee requirements are applicable to the student,
h. what scholarship opportunities are available to the student,
i. what extracurricular teams the student will be a member of or in what extracurricular competitions the student will participate,
j. any grade the student will receive in any examination or in any course or program of instruction in which the student is enrolled,
k. the progress of the student toward successful completion of or graduation from any course or program of instruction in which the student is enrolled, or
l. what degree, if any, the student will receive.

3. Any employee, staff member, student, or College representative engaging in such prohibited activity shall be subject to disciplinary action up to and including termination from this institution as determined by action of the Board. This policy applies to acts of sexual harassment of any member of one sex against a member of the opposite sex or the same sex at all levels of the college community. Complaints of sexual harassment shall be made in the manner described in the grievance procedure.

4. Definitions. Student: "Student" means any individual admitted to or applying for admission to the college, or enrolled on a full or part-time basis in a course or program of academic, business or vocational instruction offered by or through the college. College Representative: College Representative" means and includes members of the Board, the president or other administrative staff of the college, and any member of the faculty of the college, including, but not limited to deans, full or part-time instructors, or visiting instructors, including graduate assistants or other students who are employed on a temporary basis of less than full time as a teacher or instructor of any course or program of academic, business or vocational instruction offered by the college

B. EMPLOYEE TENURE AND EVALUATION

1. See: Appendix A and Appendix B

2. There shall be uniformity in the application of the evaluation process for all tenured teaching faculty. Non-instructional faculty (librarians, counselors, financial aid advisors and other academic support employees covered by this agreement) shall be evaluated uniformly within their respective classifications and in accordance with their contractually assigned duties and responsibilities.

C. EMPLOYEE PERSONNEL FILE

1. All employee personnel records shall be maintained under the following circumstances:

a. A copy of all personnel records relating to any employee shall be kept in an official personnel file which shall be located in the College Personnel Office.

b. All personnel records shall be in writing. Written material relative to an employee's conduct or service shall be placed in the personnel file after that employee has had an opportunity to read such material. The employee shall acknowledge that he/she has read such material by affixing his/her signature to the actual copy to be filed, but it shall be understood that such signature merely signifies that he/she has read the material in question. Such signature indicates neither agreement nor disagreement with its content. If the employee refuses to sign the copy to be filed then the administrator shall with a third party as witness state in the file the above refusal.

c. The employee shall have the right to answer in writing any material filed in his/her personnel file, and his/her answer shall be attached to the file copy.

d. Upon request by an employee, he/she shall be given access to the non-confidential documents in his/her file without delay. Confidential documents are those materials used to evaluate a person's qualifications prior to employment to which the individual waived the right to access. (Placement credentials, letters of reference, etc.) At his/her written request each employee shall be furnished, without cost, a copy of any material in his/her file. No items may be removed from the employee's file, except for brief inspection or copying.

e. No material in the employee's personnel file will be duplicated without a subpoena, court order, or written authorization from the employee and appropriate vice president.

ARTICLE V. PROCEDURE FOR FUTURE NEGOTIATION

A. PARTIES

1. Each party in any negotiations shall select its negotiating representatives as provided: Each negotiating team shall consist of no more than three members.

2. Association representatives will be members of the Association.

3. Board representative will be members of the Board or the College administration at the option of the Board.

4. During negotiations each team shall have the prerogative of having two consultants at any one meeting, changing consultants between meetings if that team so desires.

5. Membership of the teams shall not be changed during the course of negotiations, except in unavoidable circumstances.

B. TIME

1. If either the Association or the College desires to change, terminate or modify this Agreement, a written notice shall be given by either party to the other not later than March 1 of the appropriate year in which the agreement is due to expire. Negotiations will begin no later than thirty (30) days after the March 1st date, unless extended by mutual agreement of the parties, following the submission of a written request by either party.

C. MEETING TIME, PLACES, RULES

1. Meeting time, places, rules will be as follows: Negotiating sessions shall be in a mutually agreed upon location.

2. Negotiation meetings shall be held at times that do not conflict with scheduled college commitments.

3. Either team may caucus at any time during the negotiating session for ten minutes. A longer caucus must be mutually agreed upon.

4. During negotiations all materials submitted by either team to the other team will be initialled by all negotiating members present to indicate receipt of the information. During negotiations, agreed upon material shall be prepared for the Board and the Association and signed prior to the adjournment of the meeting at which agreement was reached.

5. Postponement or cancelling of scheduled negotiating meetings must have consent of representatives of the Board and the Association. Any such requests must be made at least 24 hours in advance of the meetings, except in cases of unavoidable emergencies.

D. AGREEMENT

1. When the representatives of the Association and Board reach tentative agreement on all matters being negotiated, they will be reduced to writing and shall be submitted to the membership of the Association for ratification and to the full Board for official approval with explicit reasons for the adoption. The obligation to urge adoption of the tentative agreement does not preclude either the Board or the Association from discussing the relative merits of all provisions of the tentative agreement with their respective groups.

E. DEFINITION OF IMPASSE

1. Impasse occurs when, after exhaustive good-faith negotiations, the parties' positions are well fixed and at a stalemate.

F. MEDIATION

1. Once commenced, bargaining must continue for at least a 60-day period, or until a contract is entered into. If the parties have not reached agreement by 90 days before the scheduled start of the school year, they must notify the Illinois Education Labor Relations Board (IELRB) of the status of negotiations. If the parties fail to reach an agreement within 15 days of the scheduled start of the school year and have not requested mediation, the IELRB will invoke mediation. However, prior to that time - after a reasonable period of negotiation and within 45 days of the scheduled start of the school year - either party may request mediation, whether impasse has been reached or not, or the IELRB may initiate mediation if the parties are at impasse. Whether or not the mediator performs fact-findings and makes written findings and recommendations is to be determined by agreement between the parties.

2. If the parties cannot reach agreement through negotiation (or mediation), they may upon mutual consent, but are not required to, submit unresolved issues concerning the terms of a new agreement to final and binding arbitration.

3. Costs for consultants chosen by any party shall be paid by that party. The costs for the mediator shall be shared equally by the Board and the Association.

ARTICLE VI. PRECEDENCE OF AGREEMENT

A. The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be added to, deleted from, or modified only through the voluntary, mutual consent of the parties in an executed written agreement. The parties acknowledge that during the process of negotiations, which resulted in the Agreement, that each had an unlimited opportunity and right to make proposals, counterproposals, and demands on any subjects permitted by law or covered in this Agreement. Therefore, each agrees that the other party shall not be obligated subsequently to re-open negotiations or to bargain collectively on any subject during the life of this Agreement.

B. This contract shall not be amended or deleted from in whole or in part by the parties except in writing duly executed by both parties.

C. The terms and conditions negotiated under the terms of this agreement shall be reflected in individual employment contracts.

D. If there is any conflict between the written terms of this Agreement and written Board Policies or written Board rules and regulations which may from time to time be in effect, the written terms of the Agreement shall be controlling.

E. If any provision or amendment of this agreement is or shall at any time be contrary to or unauthorized by law, then such provision shall not be applicable, except to the extent permitted by law. In such cases, all other provisions of this agreement shall remain in full force and effect.

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E. If any provision or amendment of this agreement is or shall at any time be contrary to or unauthorized by law, then such provision shall not be applicable, except to the extent permitted by law. In such cases, all other provisions of this agreement shall remain in full force and effect.

REPLACEMENT PAGE - EXTENSION OF CONTRACT*

ARTICLE VII NON-INTERRUPTION OF SERVICES

During the period this contract is in force, the employees shall not enter into a strike against the Board, and the Board shall not conduct a lockout.

ARTICLE VIII EFFECT AND DURATION OF CONTRACT

This Agreement shall be effective as of August 21, 1986 and shall be in full force and effect up to and including the day preceding the beginning of the 1988-1989 Academic Year.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 23rd day of October, 1986.

BOARD OF TRUSTEES COMMUNITY COLLEGE DISTRICT #517 LAKE LAND COLLEGE, MATTOON ILLINOIS	LAKE LAND COLLEGE FACULTY ASSOCIATION IFT-AFT, LOCAL 2296, AFL-CIO
James Shaffer JAMES SHAFFER, CHAIRMAN	Roy M Stephen ROY M. STEPHEN, PRESIDENT
LELAND GLAZEBROOK, SECRETARY	James Decker JAMES DECKER, SECRETARY

This Agreement, as amended, shall remain in effect up to and including the day preceding the beginning of the 1989-1990 academic year.

IN WITNESS WHEREOF, the parties hereto have executed and extended this Agreement this 9th day of November, 1987.

BOARD OF TRUSTEES COMMUNITY COLLEGE DISTRICT #517 LAKE LAND COLLEGE MATTOON, ILLINOIS	LAKE LAND COLLEGE FACULTY ASSOCIATION IFT-AFT, LOCAL 2296, AFL-CIO
MARY HILL DOBBS, CHAIRMAN	Thomas J. Webb TOM WEBB, PRESIDENT
Gary L Kuhns GARY L. KUHNS, SECRETARY	Marianne Morgan MARIANNE MORGAN, SECRETARY

*Underscoring indicates changes to this page.

Agreement

Between

Board of Trustees of Lewis & Clark Community College, District No. 536

And

Lewis & Clark Community College Faculty Association

1985 - 1988

654

AGREEMENT

Between

BOARD OF TRUSTEES OF LEWIS & CLARK
COMMUNITY COLLEGE, DISTRICT NO. 536

And

LEWIS & CLARK COMMUNITY COLLEGE FACULTY ASSOCIATION

1985 - 1988

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Appendix A

Appendix B

AGREEMENT

This AGREEMENT is entered into this 11th day of June, 1985, by and between the BOARD OF TRUSTEES OF LEWIS & CLARK COMMUNITY COLLEGE, DISTRICT NO. 536 (hereinafter referred to as the "Board") and the LEWIS & CLARK COMMUNITY COLLEGE FACULTY ASSOCIATION, an affiliate of the NEA/IEA (hereinafter referred to as the "Association"), and only applies to said parties.

WITNESSETH

WHEREAS, the Board and the Association have endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting relations between the Board and the full-time faculty insofar as such practices and procedures are appropriate to the obligations of the Board to retain the right effectively to operate Lewis & Clark Community College and are consonant with the paramount interests of the public and the students of Lewis & Clark Community College;

WHEREAS, it is the intention of the parties to this Agreement to provide negotiations on policy matters directly affecting wages, hours and terms and conditions of employment as well as the impact thereon for the full-time faculty members covered by this Agreement, to prevent interruptions of work and interference with the efficient operation of Lewis & Clark Community College, and to provide an orderly and prompt method of handling and processing grievances;

NOW, THEREFORE, the parties agree with each other as follows:

ARTICLE I

DEFINITIONS

This Agreement shall incorporate the definitions enumerated below:

Board -- The terms "Board" or "Board of Trustees" shall mean the Board of Trustees of Public Community College District No. 536, operating as Lewis & Clark Community College, as established pursuant to Illinois Revised Statutes, Chapter 122, and its authorized representatives.

College -- The term "College" shall mean Lewis & Clark Community College and its authorized representatives.

Full-Time Faculty -- The terms "faculty," "faculty member" or "full-time faculty member" shall mean those employees specifically included in the bargaining unit as set forth in Section 2.1 of this Agreement.

ARTICLE II

RECOGNITION AND REPRESENTATION

Section 2.1. Recognition. The Board recognizes the Association as the sole and exclusive bargaining representative of all the full-time faculty members, including full-time counselors and full-time librarians, employed by the Board, but specifically excluding all employees who hold less than full-time faculty appointments, employees who are employed on a part-time or temporary basis or whose positions are funded in any manner from other than normal College funding sources, including but not limited to any contractual or fiscal agent arrangements which may be entered into by the College, Division directors, or any person employed in an administrative capacity as determined by the Board, security personnel, confidential, managerial, or supervisory employees, as defined by applicable law, and classified employees.

Section 2.2. Meeting with Other Faculty. This Agreement shall not be construed to prevent the Board or any administrator from meeting with any employee or employees for the purpose of hearing the views and proposals of such employee or employees provided that as to those matters covered by this Agreement no change or modification shall be made except through negotiation and agreement with the Association.

Section 2.3. Duty of Fair Representation. The Association agrees to fulfill its duty to fairly represent all employees in the bargaining unit regardless of Association membership. The Association further agrees to indemnify and hold harmless the Board from any and all liability, including monetary damages, resulting from any failure on the part of the Association to fulfill its duty of fair representation.

ARTICLE III

STATUS OF THE AGREEMENT

Section 3.1. Ratification and Amendment. This Agreement shall become effective when ratified by the Board and Association and signed by authorized representatives thereof and may be amended or modified only with mutual written consent of both parties.

Section 3.2. Precedence of Agreement. If there is any conflict between the specific terms of this Agreement and the specific terms of an individual employment agreement, the specific terms of this Agreement, during its duration, shall be controlling.

Section 3.3. Affirmative Action. If there is any conflict between the provisions of this Agreement and any affirmative action requirements imposed on the Board by federal and state law, the affirmative action requirements thus imposed shall be controlling.

ARTICLE IV

ASSOCIATION-BOARD RELATIONS

Section 4.1. No-Discrimination. In accordance with applicable federal and state law, neither the Board nor the Association shall discriminate on the basis of a faculty member's race, creed, color, sex, national origin, religion, age, or handicap unrelated to ability to perform the particular work involved. Any disagreement concerning the interpretation and application of the paragraph shall be resolved through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

Section 4.2. Dues Checkoff. Upon receipt of a lawfully written authorization form from a full-time faculty member covered by this Agreement, which may be revoked in writing at any time, the Board agrees to deduct the regular monthly Association dues of such full-time faculty member from his/her pay and remit such deduction by the fifteenth (15th) day of the succeeding month to the Treasurer of the Association. The Association will notify the Board of the exact uniform amount of the regular monthly membership dues to be deducted.

The Association agrees to indemnify and hold the Board harmless against any and all claims, suits, orders, or judgments for monetary damages brought or issued against the Board as a result of any action taken or not taken by the Board under the provisions of this Section.

Section 4.3. Distribution of Contract. Within thirty (30) days following ratification and execution of this Agreement by both parties, the Board will provide sufficient copies of this Agreement at its expense to the Association for distribution by the Association to the full-time faculty members covered by this Agreement. At the time a new faculty member covered by this Agreement is employed, the Board shall provide said new faculty member with a copy of this Agreement.

Section 4.4. Bulletin Boards and Mailboxes. The Association shall be provided reasonable bulletin board space where bulletin boards are available for the posting of notices and materials relating to legitimate Association activities, provided such notices and/or materials are dated and identified as to source. The Association President or a faculty member designated by the Association President shall have the right to have notices and materials relating to legitimate Association activities placed in the mailboxes of faculty members covered by this Agreement. If applicable College policies and procedures are complied with, the Association shall be permitted reasonable use of the campus mail service for internal distribution of notices and/or materials relating to legitimate activities.

The privileges granted by this Section shall not apply to notices or materials that are either partisan-political or inflammatory in nature.

No other employee organization which represents full-time faculty members for the purposes of collective bargaining shall be accorded the privileges granted by this Section with respect to the full-time faculty members included in the bargaining unit.

Section 4.5. College Services and Facilities. In accordance with applicable Board policy, the Association shall have the right (1) to use College office services (duplicating and printing), provided the Association agrees to pay the standard rates for the services and supplies used, and (2) to the same access as other College organizations to use College facilities. Use of such services and facilities shall be coordinated by the appropriate administrative officers.

Association officers shall be provided reasonable access to an outside operator through the College's main switchboard for the purpose of making credit card telephone calls involving legitimate Association business, provided such calls do not interfere with a faculty member's duties and responsibilities. All such calls shall be charged to the Association's telephone credit card and the Association shall be solely responsible for paying for all such charges. The Association shall provide the Board annually the names of its officers who are authorized to request the main switchboard for an outside operator to make an Association credit card call.

The privileges granted by this Section shall not apply to services or use of facilities where the purpose is partisan-political or inflammatory in nature.

No other employee organization which represents full-time faculty members for the purposes of collective bargaining shall be accorded the privileges granted by this Section with respect to the full-time faculty members included in the bargaining unit.

Section 4.6. Association-Administration Meetings. Upon the reasonable request of either party, the College President, Executive Assistant, or their designees, and the Association President, the Association Vice-President, or their designees shall meet at least two (2) times during each semester and once during the summer session, if necessary, to discuss matters of mutual concern that do not involve negotiations. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least two days prior to the date of the meeting. Where appropriate, the College President or his designee may invite other members of the Administration to be present at a given meeting. This Section shall not be applicable to any matter that is the subject of a grievance that is being processed pursuant to the grievance procedure set forth in this Agreement.

Section 4.7. Information to Association. Upon reasonable written request, the Board shall provide the Association with a copy of any public (*i. e.*, nonconfidential) information and records. Nothing herein shall require the Board to prepare or compile any information or reports.

Section 4.8. College-wide Institutional Committees. Among the professional duties of faculty members is participation in College-wide institutional committees. All faculty members will be given an opportunity to indicate their preferences for such committee appointments. Both parties agree that the College President has the sole right to make the appointments to all College-wide institutional committees.

Section 4.9. Board Policy Manual and Faculty Handbook. The Board Shall provide the Association with one copy of the Board Policy Manual. When any changes, additions, deletions or modifications to the Board Policy Manual are adopted by the Board, the Association shall be provided with a copy of same.

The Board shall provide each faculty member with a current copy of the Faculty Handbook which shall generally describe the Board's fringe benefit program.

Section 4.10. New Faculty Members. The Board shall provide the Association with the names and addresses of new faculty members covered by this Agreement within two (2) weeks after approval of their contracts by the Board.

Section 4.11. Board Agenda. The Association may request to be placed on the agenda of a regular Board meeting in accordance with the Board's policies and procedures concerning same.

Section 4.12. College Master Calendar. Prior to the adoption by the Board of the College master calendar, the College President or the College President's designee will meet with the Association's President or the Association President's designee to discuss same.

Section 4.13. Personnel Files. A faculty member's official personnel file shall be kept at the Personnel Office. Nothing herein shall preclude the Board or its administrators from maintaining other appropriate records (e.g., attendance records, medical records, payroll records, etc.)

Whenever any administrator writes any material which is placed in a faculty member's official personnel file which adversely reflects upon the faculty member and/or could lead to formal disciplinary action, the faculty member shall be provided with a copy. The faculty member shall have the right to submit a response to any such material within (10) days after being provided with a copy of the material.

Faculty members shall have the right to inspect their official personnel file.

Section 4.14. Student, Parent or Citizen Complaints. If a written complaint which adversely reflects upon the faculty member and/or could lead to formal disciplinary action is received from a student, parent or citizen, it shall be investigated by the Administration as soon as practicable. If the Administration determines that such written complaint has no merit, it shall not be placed in the faculty member's official personnel file.

ARTICLE V

GRIEVANCE PROCEDURE

Section 5.1. Definition. A grievance shall mean a complaint by a faculty member that there has been as to him/her a violation or misinterpretation or misapplication of the specific terms of this Agreement.

Section 5.2. Procedure. A grievance as defined herein shall be processed as follows:

First Step: A faculty member who has a grievance shall orally present the grievance to the Division Director or other immediate supervisor within fourteen (14) calendar days after the member becomes aware of the event, or within 14 days after the faculty member, through the use of reasonable diligence, should have become aware of the first event giving rise to the grievance. The Division Director or other immediate supervisor shall make known his/her decision within two (2) working days thereafter.

Second Step:

(1) If the faculty member is not satisfied with the First Step decision, a written statement of the grievance shall be prepared, signed and delivered to the Division Director or other immediate supervisor within five (5) working days after the decision is made known at the First Step. The written grievance shall specify the section or sections of this Agreement that are allegedly violated, misinterpreted, or misapplied, the full facts on which the grievance is based and the specific relief requested.

(2) The Division Director or other immediate supervisor shall indicate the date received and immediately forward a copy to the Executive Assistant and the President of the College.

(3) Within five (5) working days after the written grievance is submitted, a meeting shall be held to resolve the grievance at a time mutually agreed

to by all parties concerned, including an Association representative if the faculty member specifically so requests.

(4) The Division Director or other immediate supervisor will answer the grievance in writing within three (3) working days after such meeting and forward a copy to the Association President.

Third Step:

(1) If the faculty member is not satisfied with the Second Step decision, the grievance shall be referred to the Personnel Department within five (5) working days after the Second Step answer is provided and the Personnel Department shall indicate the date received.

(2) Within five (5) working days thereafter, a meeting shall be held between the grievant, an Association representative, the Executive Assistant, and other appropriate administrative personnel.

(3) The Executive Assistant or his designee shall deliver an answer to the grievant within five (5) working days after such meeting.

Fourth Step:

(1) If the Association is not satisfied with the decision at the Third Step, the Association may refer the grievance to arbitration within twenty-eight (28) calendar days after the decision is provided at the Third Step.

(2) The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon an arbitrator within said seven (7) day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Both the Association and the Board shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the

first two names; the other party shall then strike two names. The person remaining shall be the arbitrator.

(3) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Association and Board representatives.

(4) The arbitrator shall submit his/her recommendation in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later.

(5) Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

(6) The fees and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the Board and the Association; provided, however, that each party shall be responsible for compensating its own representative and witnesses.

Section 5.3 Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of the Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement based on the specific issue submitted to the arbitrator by the parties in writing. If no joint written stipulation of the issue is agreed to by the Board and Association, the arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the Second Step. The arbitrator shall have no authority to make a recommendation on any issue not so submitted or raised. The arbitrator shall be without power to make recommendations contrary to or inconsistent with in any way applicable laws or rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Board under law and applicable court decisions. The arbitrator's award shall be final and binding.

Section 5.4. Association Grievances. The Association shall have the right to submit a grievance at the Third Step of the grievance procedure, but only if the grievance alleges a violation, misinterpretation, or misapplication of specific terms of this Agreement that relate directly to Association rights (e.g., dues checkoff, bulletin boards and mailboxes, and information to the Association). Any such grievance shall be submitted within twenty-one (21) calendar days after the first event giving rise to the grievance, or within 21 days after the Association, through the use of reasonable diligence, should have become aware of the first event giving rise to the grievance.

Section 5.5. Group Grievances. If a grievance involving two or more faculty members arises out of the same facts and alleges a violation, misinterpretation, or misapplication of the same specific terms of this Agreement, it may be submitted as a group grievance in accordance with the procedure set forth in Section 5.2 above, provided that any such grievance shall be submitted in writing at the Second Step and shall identify any faculty members who want their grievance heard as a group grievance. The resolution of a group grievance shall be limited to those faculty members who are identified in the grievance.

Section 5.6. Time Limits. No grievance shall be entertained or processed unless it is submitted within fourteen (14) calendar days after the member becomes aware of the event, or within 14 days after the faculty member, through the use of reasonable diligence, should have become aware of the first event giving rise to the grievance. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be considered acceptance of the decision rendered at that step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be considered acceptance of the decision rendered at that step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 5.7 No Reprisals. No reprisals of any kind shall be taken by the Board or the Administration against a faculty member because of his/her participation in this grievance procedure. The Association shall not participate in reprisals of any kind against administrators or supervisors for any testimony or decisions given because of their participation in this grievance procedure. The parties to this Agreement assume that the grievance procedures contained in this Article shall be implemented in good faith.

Section 5.8 Scheduling of Grievance Meetings. Every effort shall be made to schedule the grievance meetings specified for the Second and Third Steps at times which do not interfere with the teaching or other assigned duties of the faculty member whose presence is necessary at the particular meeting in question. If, however, a meeting is scheduled for the convenience of the administration during a faculty member's class hours, the faculty member shall be released from class to attend the meeting without any loss in pay.

Section 5.9. Association Representation. An employee or group of employees shall have the right to have an Association representative present during any stage of a grievance.

ARTICLE VI

CONDITIONS OF EMPLOYMENT

Section 6.1. Academic Freedom. Within the scope of their duties and responsibilities, the Board and faculty members recognize their responsibility to protect and encourage the search for knowledge and its dissemination. Faculty members have both the right and obligation to adequately investigate and to present to their students, based upon their professional judgment, available information related to their subject or the education of their students. Faculty members shall at all times try to be accurate, show respect for the opinion of others, identify their own personal persuasion on controversial issues, and make every effort where appropriate to indicate that they are not institutional spokespersons.

Section 6.2. Faculty Evaluation. The performance of faculty members shall be formally evaluated at least annually by the administration and such formal evaluations shall not be done in an arbitrary or capricious manner.

Section 6.3. Distribution of Overload and Summer Session Courses. Overload and summer session courses shall be distributed as equitably as practicable among faculty members who are determined to be equally qualified to teach the course in question. Faculty members who turn down overload or summer assignments shall be credited with such assignments for the purpose of this section. If a faculty member demonstrates that he/she has not received his/her share of overload or summer assignments for which he/she is equally qualified to teach, he/she shall be given preference for future overload or summer assignments until the imbalance is corrected. Division Directors may establish reasonable deadlines by which faculty members must submit requests for overload or summer assignments.

Section 6.4. Tenure. Full-time faculty members shall be eligible for tenure in accordance with the applicable provisions of the Illinois Community College Tenure Act. Neither this section nor any matter relating to tenure shall be subject to the provisions of Article V of this Agreement.

Section 6.5. Office Hours. Faculty members, with the concurrence of their Division Director, shall schedule a minimum of ten (10) hours per week as office hours.

Section 6.6. Fair Share. During the term of this Agreement, full-time faculty members who are not members of the Association shall, commencing sixty (60) days after their employment or sixty (60) days after the effective date of this Agreement, whichever is later, pay a fair share fee to the Association for collective bargaining and contract administration services rendered by the Association as the exclusive representative of the full-time faculty members covered by this Agreement. Such fair share fees shall be deducted by the Board from the earnings of non-members and remitted to the Association. The Association shall annually submit to the Board a list of the full-time faculty members covered by this Agreement who are not members of the Association and an affidavit which specified the amount of the fair share fee, which amount shall not exceed the dues uniformly required of members of the Association. The amount of the fair share fee for contributions related to the election or support of any candidate for political office or member-only benefit.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings of a church or religious body shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the faculty member and the Association. If the affected non-member and the Association are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois Educational Labor Relations Board and the payment shall be made to said organization.

The Association shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions. The Board shall promptly notify the Association if there is any lawsuit or other legal challenge to the provisions of this Article and the Association, upon such notice being given, shall have the right to designate legal counsel to defend such action; provided, however, the Board shall have the right to designate its own legal counsel in any such legal proceedings, subject to the approval of the Association, which approval shall not be unreasonably withheld, if such designation becomes necessary to protect its own interests, with the understanding that these indemnification provisions shall cover the cost of such representation.

ARTICLE VII

GENERAL PROVISIONS

Section 7.1. No Partisan Activity. During the term of this Agreement neither the Association nor any faculty member covered by this Agreement will engage in, support, encourage or condone any activity whatsoever which could knowingly or intentionally engender or intend to engender student reaction against the Board with respect to any matter concerning negotiations or the administration of this Agreement.

Section 7.2. Gender. Unless the context in which they are used clearly requires otherwise, words used in this contract denoting gender shall refer to both the masculine and feminine.

Section 7.3. Commencement. All full-time faculty members must participate in the commencement ceremonies in academic regalia unless previously excused by the President. The College will provide rental regalia for those faculty members who do not possess their own.

Section 7.4. Chaperoning College Events. Faculty members may be asked by student groups to chaperone activities or serve as student organization advisors. Faculty advisors to student organizations volunteer to work with students because they are interested; this is a contribution they make in addition to regular teaching duties. General responsibilities and duties for faculty advisors to student organizations are spelled out in the Student Activities Manual. Teachers are encouraged to cooperate with this phase of the total College program but such participation shall be voluntary.

Section 7.5. Faculty Meetings. General faculty meetings may be held at the call of the President of the College. Meetings may be called at any time with twenty-four (24) hours advance notice, except in the case of a bona fide emergency. Faculty meetings and their purpose will be announced through the campus mail. Attendance of all full-time faculty members is expected.

Section 7.6. Outside Employment. A full-time faculty member shall not during the academic year, be employed for remuneration by agencies other than the College, except with written notification to the College President. Such activity will not interfere with the performance of College duties or impair the usefulness of the faculty member.

Section 7.7. Academic Advisement. All faculty members are expected to participate in student advising. Faculty members are assigned advisees on the basis of the interests of the student in the field directly or indirectly related to the faculty member's major area of competence.

Section 7.8. Credit Union. While faculty members have the right to join any credit union(s) of their own choosing, the Board shall provide for the payroll deduction of contributions to only the Alton Area Employees Federal Credit Union or its legal successor.

Section 7.9. Faculty Parking. Adequate faculty parking spaces shall be provided. Each faculty member shall be entitled to one parking permit per year at no charge. Additional parking permits for vehicles owned and operated by faculty members may be obtained for $2.00 each.

Section 7.10. Discipline. Enforcement of discipline (e. g., suspension without pay, written reprimand, etc.) shall be for just cause. It is especially agreed that this section shall not apply to a decision by the Board to terminate a faculty member or not to renew the contract of a faculty member and any such decisions to terminate or not to renew shall not be subject to the grievance procedure set forth in this Agreement. Nothing in this section constitutes a waiver of any kind whatsoever of what may be a faculty member's rights under federal or State of Illinois law in effect at the time of such a termination.

ARTICLE VIII

LEAVES

Section 8.1. Sick Leave. Upon initial full-time employment, a faculty member shall be credited with one sick leave day for each month of service for the balance of the calendar year in which first employed, not to exceed a total of ten (10) days. Starting with the following January 1 and every January 1 thereafter that the faculty member remains on the active payroll the faculty member shall be credited with ten (10) sick leave days, accumulative to one hundred eighty (180) days.

A faculty member shall notify his/her Division Director as soon as possible when it is necessary to use accumulated sick leave days, subject to the following:

(1) The absence is required due to the personal sickness or disability of the faculty member which is not a result of willful or malicious misconduct;

(2) The sickness or disability is not the result of the faculty member's employment for wages or profit outside the service of Lewis & Clark Community College.

Whenever the period of sick leave exceeds five (5) working days, the faculty member shall be under the care of a physician for the condition causing the absence and such leave must be approved by the Executive Assistant with the concurrence of the Board's physician, or the Executive Assistant's designee. Approval of sick leave requests shall not be withheld for arbitrary or capricious reasons.

The Board reserves the right to require periodic physical examinations during the period of an employee's absence due to sickness or disability. Examinations administered by a physician selected by the Board shall be at the Board's expense.

In accordance with applicable statutory provisions, a faculty member upon retirement shall be permitted to apply any and all unused accumulated sick leave days for retirement credit under the State Universities Retirement System (SURS).

Section 8.2. Jury Duty. Faculty members subpoened as jurors or as witnesses in matters in which they have no personal or pecuniary interest will notify their immediate supervisor as soon as possible after being subpoened. Any such subpoened faculty member who, as a result, cannot fulfill his/her assigned duties and responsibilities will suffer no loss of salary. The purpose of this section is to make a faculty member whole for any time lost during a working day, or a part of a working day, on which the faculty member would have otherwise been scheduled to work. The faculty member is entitled to retain any compensation or fees received as a juror or witness.

Section 8.3. Funeral Leave. In the event of the death of a member of the faculty member's immediate family, the faculty member shall be entitled to a leave of absence for up to a maximum of three (3) days for the purpose of attending the funeral. For any such days on which the faculty member would have been scheduled to work but for the leave the faculty member will suffer no loss of salary if the faculty member attends the funeral. The term "immediate family" shall mean the faculty member's spouse, child, parent, parent-in-law, brother, sister, son-in-law, daughter-in-law, grandparent, sister-in-law, brother-in-law, grandchild, uncle, aunt, or a legal guardian who has raised the faculty member.

Section 8.4. Professional Development Leave. Professional development leave may be granted at the sole direction of the Board to eligible faculty members. To be eligible to apply for a professional development leave a faculty member must have completed a minimum of six (6) continuous years of full-time academic service with the College.

To be considered for a sabbatical leave, eligible faculty members must submit a written plan to the College President prior to January 1 for one or more of the following purposes: formal study in a major or cognate field at an accredited institution, or professional research or inquiry at an accredited institution which will advance the faculty member's knowledge of his/her field and/or improvement of his/her professional skills. A faculty member may also submit a written plan for a professional development leave for other purposes which are beneficial and in the best interests of the College as determined by the Board upon the recommendation of the College President.

If it is necessary in the granting of a professional development leave to choose between two or more applicants who submits plans that are determined by the Board to be substantially equal in their utility to the College, the faculty member with the most seniority as defined in Section 9.1 shall be selected.

If a faculty member is granted a professional development leave for two semesters (one academic year), the faculty member shall be paid one-half of his/her base salary. If a faculty member is granted a professional development leave for one semester, the faculty member shall be paid his/her full base salary. A faculty member on professional development leave may not receive other remuneration for services rendered unless, in unusual circumstances, the College President has granted permission in writing. Such remuneration shall not include government grants and/or other scholarships that are an integral part of the written plan. The period of a professional development leave will count toward a faculty member's vertical movement on the salary schedule. When a faculty member is on a professional development leave, the faculty member will continue to receive the same group hospitalization and life insurance benefits that are provided by the Board for faculty members generally, provided that a faculty member receiving half salary while on such leave shall pay for one-half of the cost of such benefits if the faculty member wants such benefits continued during the leave.

Upon completion of a professional development leave, the faculty member shall present a full report demonstrating compliance with the terms and conditions upon which the leave was granted. A faculty member is expected to remain an employee of the College for two (2) years following completion of the leave. If the faculty member fails to remain an employee for two (2) years, he/she shall reimburse the College for the entire compensation received while on such leave, provided that this provision shall not be applicable if the faculty member is forced to leave the College's employ because of emergency circumstances beyond the faculty member's control such as personal illness or disability.

Section 8.5. Military Leave of Absence. Faculty members in reserve units who are required to attend military training such as weekly drills, weekend drills, or summer encampments or cruises shall be granted time off in accordance with the policies and procedures set forth in the College Personnel Policies and Procedures Manual that are in effect at the time the leave is requested.

In granting leave to faculty members to serve in the armed services, the Board shall comply with applicable federal statutes.

Section 8.6. Maternity Leave. A faculty member shall be granted a maternity leave in order to give birth to a child. Accumulated sick leave may be used for pre-natal and/or post-natal pregnancy-related disability. The effective date of the leave shall be contingent upon receipt of a statement from the faculty member's personal physician. The length of the maternity leave shall depend upon the faculty member's physician's determination of the employee's physical ability to return to work and approval by the College physician.

If sick leave allotment has been exhausted, employee may continue on approved Maternity Leave of Absence without pay and be responsible for full costs of total fringe benefits. Should employee request an extended leave, Parental Leave of Absence may be granted without pay.

While the period of such leave will not constitute a break in service or affect vertical movement on the salary schedule, it shall not count toward completion of the eligibility requirements for tenure.

Section 8.7. Parental Leave. A leave of absence without pay not to exceed six months may be granted by the Board to a faculty member to adopt and/or care for a child under the age of two. While such a leave will not constitute a break in service, it will not apply to vertical movement on the salary schedule, toward completion of the eligibility requirements for tenure or Professional Development Leave. While on such leave the faculty member shall be allowed to participate in the Board's group hospitalization and insurance policies if the faculty member pays for the full cost of such participation.

Section 8.8. Association Leave. The Association President and/or the officially designated Association delegate shall be granted a total of up to five (5) days nonaccumulative leave in the aggregate per academic year to attend special meetings and/or conventions of the regional, state, or national affiliate of the Association. Requests for such leave must be submitted in writing as soon as possible to his/her Division Director who will authorize same in the absence of compelling circumstances requiring the faculty member's presence. An individual who is granted such leave shall have the responsibility to make arrangements for the teaching of his/her classes while on such leave and such arrangements shall be subject to the approval of the appropriate Division Director.

Section 8.9. Personal Leave. Each faculty member shall be permited without loss of salary two personal days each year. Such leave shall be non-cumulative as such, however, unused days shall be credited to the faculty members accumulated sick leave annually.

Written notice for such leave shall be made to the faculty member's immediate supervisor as early as possible prior to the desired day of such leave and reason for said leave may or may not be given. In an emergency, notice may be given at a later time. Personal leave shall not be available during a work stoppage of any kind, or when the number of faculty members on leave at any one time becomes excessive and renders the respective Division ineffective.

Personal leave may not be taken immediately preceding or following a vacation period, which shall include mid-week holidays or weekends annexed to holidays, or the first five (5) working days of each semester, unless the faculty member receives permission from the faculty member's immediate supervisor due to the existence of extraordinary or emergency circumstances.

ARTICLE IX

SENIORITY AND REDUCTION IN FORCE

Section 9.1. Definition of Seniority. The seniority of faculty members shall be based on the last date of beginning continuous full-time employment by the Board, provided that the seniority date of faculty members who were previously employed on or prior to July 1, 1970 by Monticello College shall be July 1, 1970. Conflicts of seniority among faculty members with the same seniority date shall be resolved on the basis of the earliest date on the initial contract of employment by either Monticello College or Lewis & Clark Community College.

Section 9.2. Seniority Upon Return to Bargaining Unit. If a faculty member is appointed by the Board to a position outside the bargaining unit and is subsequently returned to a bargaining unit position by the Board, the Faculty member shall be credited with the seniority that was previously accumulated as a faculty member; provided, however, faculty members who are appointed by the President as Division Directors shall be credited with seniority for the time they serve as Division Directors if they are returned to the bargaining unit. (See Side Letter)

Section 9.3. Reduction in Force. If the Board decides to decrease the number of faculty members employed by the Board or to discontinue some particular type of teaching service or program, any resulting reduction in the number of faculty members shall be in accordance with Section 3B-5 of the Illinois Community College Tenure Act. In implementing Section 3B-5, the Board's determination of the skill and ability of faculty members to perform the remaining work available shall not be done in an arbitrary or capricious manner. A faculty member's failure to respond affirmatively within seven (7) calendar days after receipt of the Board's letter sent by registered mail to the faculty member's address on file with the Board recalling such faculty member shall result in termination of the faculty member's right to recall under Section 3B-5.

Section 9.4. Termination of Seniority. Seniority shall terminate if a faculty member:

1. quits or resigns;
2. is terminated;
3. retires or is retired;
4. no longer has a right to re-employment pursuant to the provisions of Section 9.3;
5. fails to respond to notification of recall within seven (7) calendar days after receipt of the Board's letter sent by registered mail to the most recent address provided by the faculty member. It shall be the responsibility of any faculty member on layoff to advise the Executive Assistant in writing of his/her latest address.
6. fails to return from an approved leave of absence at its expiration, or a mutually agreed to extension.

Section 9.5. Early Retirement Option. A faculty member shall be eligible to participate in the following Early Retirement Plan prior to reaching the age of 69 in accordance with the following conditions:

1. To be eligible, a faculty member must have at least ten (10) years of seniority as defined by Section 9.1 of this Agreement and must be at least 55 years of age and be no older than 69 years of age as of July 1 of the year in which he/she seeks to retire early.
2. Applications for participation in the program shall be submitted in writing to the President or his/her designee no later than January 15 preceding the start of the academic year in which early retirement would be effective.

3. During the first year of early retirement, the retiree shall receive an amount equal to 20% of his/her base salary for the last year of full-time teaching (exclusive of overloads or any other stipends). During each succeeding year of participation in the program, the retiree shall receive an amount equal to the first year's payment of 20% of the last full time teaching contract with the College. Payments shall be made no less often than quarterly.

4. The Plan shall terminate after five (5) years of participation therein or upon the retiree's 70th birthday, or upon death of the early retiree, whichever shall first occur. In the event of the death of an early retiree, the Board will continue payments to the designated beneficiary for the balance of the current year.

5. Participants shall be permitted to continue coverage, until age 70, under the College's group hospitalization plan, including individual and/or dependent coverage, at their own expense, at the group rate in effect from time to time during the period of continued coverage. Premium payments for such coverage shall be deducted from the compensation due the early retiree pursuant to sub-section 3 above or paid by the retiree on a timely basis in advance to the Business Office of the College.

6. Anything in this Article to the contrary notwithstanding, faculty members who elect to participate in the early retirement program authorized by Public Act 82-435 as part of the State Universities Retirement System (SURS) pension program, shall also be eligible to participate in the plan set forth in this section, provided that the compensation level shall be as follows:

   Age 55 - no compensation

   Age 56 - 4% of the base salary for each of five years, with the base salary determined as in sub-section 3 above.

   Age 57 - 8% of the base salary for each of five years with the base salary determined as in sub-section 3 above.

   Age 58 - 12% of the base salary for each of five years with the base salary determined as in sub-section 3 above.

   Age 59 - 16% of the base salary for each of five years with the base salary determined as in sub-section 3 above.

As used herein, "age" shall mean the same age of the early retiree as is utilized to implement benefits to the retiree pursuant to Public Act 82-435. Retirees participating in the program pursuant to this subsection, shall also be subject to all of the other provisions of this Section.

7. During the period of an early retirement pursuant to this Section, the retiree shall be deemed to be an independent contractor and not an employee of the Board.

ARTICLE X

FACULTY WORK LOAD

Within each Division, the normal full-time load of each faculty member shall be determined by the Division Director in consultation with the faculty member, subject to the following:

1. The normal teaching load shall be 15-16 lecture-equivalent hours where more than one load between 15 and 16 lecture-equivalent hours would be equally appropriate, the faculty member will be assigned the load which is closest to 15 lecture-equivalent hours.

2. Except when otherwise provided below, a ratio of .8 to 1 shall be used when equating laboratory, studio, or activity hours to lecture hours.

3. For courses such as Art 131, 132, 233 and 234 which consist of all studio or laboratory hours and no lecture hours, the studio or laboratory hours shall be equated for load purposes on the basis of 2/3 of a lecture-equivalent hour for each studio or laboratory hour.

4. Normal load for the Auto-Tutorial Coordinator and faculty members teaching in the medical laboratory technology, dental assisting, dental laboratory technology, registered nursing, and nursing assistant programs shall be determined within the guidelines established by past practice.

5. If a new course or program is instituted, the determination of lecture-equivalent hours for load purposes shall be established on the basis of the lecture-equivalent hours used for the existing course or program that is determined to be the most equivalent to the new course or program, provided such determination shall not be made in an arbitrary or capricious manner

6. For lecture courses and traditional laboratory courses an hour shall be equal to 50 minutes. For health clinicals and secretarial labs, an hour shall be equal to 60 minutes.

7. Where it is necessary to assign a faculty member to more than 16 lecture-equivalent hours in order to give the faculty member a normal load, any lecture-equivalent hours, or any fraction thereof in excess of 16, shall be paid on the basis of the overload rate.

8. If a faculty member's load assignment is less than 15 lecture-equivalent hours, the faculty member may be assigned additional Division responsibilities such as recruiting or curriculum development in order to give the faculty member a normal load. If a faculty member is not assigned such additional responsibilities and his/her load falls below 14 lecture-equivalent hours, $260 will be deducted from the faculty member's base salary for each lecture-equivalent hour below 14; provided, however, a faculty member can elect to use a variable load between semesters, _i.e._, a faculty member's load may be unequally divided between semesters, including the summer session. (_Example_: If a faculty member has 12 lecture-equivalent hours and elects a variable load, the faculty member will be given, if possible, a load of 18 lecture-equivalent hours for the spring semester. In this situation, the faculty member will be paid his/her base salary for both semesters.)

9. If a faculty member has a normal load of between 15 and 16 lecture-equivalent hours and is assigned to teach an additional class or course, said class or course shall be considered as an overload and shall be paid on the basis of the overload rate.

ARTICLE XI

RANK AND PROMOTION SYSTEM

Section 11.1. Generally. Promotion will be defined as a move from one rank classification to another. Continued professional growth, demonstrated competence, consistent achievement in teaching, contributions to the College through community service, and exemplary overall participation as a member of the College community are factors which are important in determining whether a teacher should be promoted.

A committee on rank and promotion has been established to consider applications for promotions. After careful deliberation, the committee recommends to the President those candidates felt to be most worthy of promotion.

Section 11.2. Committee Membership and Term. One faculty representative is elected from and by each academic division, and one from Continuing/Preparatory Education-Counseling-General Studies, for overlapping two-year terms. No individuals who are division directors or eligible for promotion within the year they serve on the committee shall be eligible for membership on the committee.

When electing divisional representatives, the following qualifications should be considered: faculty should be selected who have a knowledge of the entire faculty body, who are capable of exercising selective fairness across divisional lines, and will keep confidential the matters dealt with in the committee meetings. Terms and divisional representatives are as follows:

Term		Division
	1.	Business and Technology;
1985-87	2.	Continuing/Preparatory Education-Counseling-General Studies;
	1.	Liberal Arts
1986-88	2.	Health and Natural Sciences

Consecutive terms shall not be permitted.

The Vice-president of Instructional Services serves as chairman, and a member of the committee is selected as chairman pro-tempore to serve as chairman in the absence of the Vice-president of Instructional Services.

The Vice-president of Instructional Services chairs the committee and votes in all procedural matters. Only faculty representatives participate in the voting when ranking the candidates for promotion.

Deliberations of the committee shall be secret and any public announcement of committee activities or actions shall be made by the chairman at the discretion of the committee.

Section 11.3. General Guidelines. (1) Promotions are not automatic. However, all individuals shall be considered who meet the longevity requirements for a given rank at Lewis and Clark Community College, providing they have fulfilled the educational experience requirements for the rank.

(2) It is the responsibility of each division director to make an annual review of all members of the division/department and ascertain who is eligible to be considered for promotion. The director will discuss with each of the individuals:

(a) The criteria for promotion.

(b) The degree to which the individual meets the criteria.

(c) That any eligible faculty member who desires promotion consideration must submit a written application directly to the Vice-president of Instructional Services for presentation to the committee on rank and promotion.

(d) Division directors and other supervisors shall be called upon to assist the committee in its deliberations. Division directors and others will respond to questions from the promotion committee concerning criteria for evaluation in Section 11.4.

(e) The applicant may be called upon to appear before the committee to assist it in its deliberations.

(3) The application shall be presented in a concise manner and shall respond to the criteria for evaluation as set forth in Section 11.4.

Section 11.4. Criteria for Evaluation. The following criteria and relative assigned weights will be utilized in evaluating a candidate for promotion:

1. General teaching effectiveness (55 percent).
    - (a) Clear and intelligent presentation of subject matter.
    - (b) Illumination of subject matter through concrete, pertinent, and practical explanations.
    - (c) Organization of course and preparation for each class session.
    - (d) Arousal of student interest in subject matter, and stimulation to independent thought and effort.
    - (e) Adjustment of teaching techniques and subject matter to the range of abilities within each class.
    - (f) Ability to relate subject matter taught to broader areas.
    - (g) Interest in individual students as evidenced by personal conference and informal discussion outside the classroom setting.
2. Institutional contributions (30 percent).
    - (a) General institutional contributions such as: (10 percent)
        - (1) Committee work

(2) College enhancement

(3) Other contributions

(b) Inter- and intra-divisional cooperation (5 percent).

(1) Effective and willing assumption of responsibility in departmental matters.

(2) Ability to work with Faculty representing other disciplines.

(3) Personal and professional integrity.

(4) Fairness and non-partiality when dealing with colleagues in general.

(c) Contributions to curriculum development (5 percent).

(1) Formulating and/or teaching a new course within the curriculum.

(2) Significant and effective revision of an existing course within the curriculum.

(3) Development of material (text, film, audio or video tapes, etc.) to be used in conjunction with a specific course.

(d) Contributions to community service (5 percent).

(1) Participation in such organizations as the Speakers Bureau.

(2) Presenting organized program or service for student and/or general public.

(3) Working at/participating in campus and community activities.

(4) Recognized service as a professional consultant.

(e) Faculty advisement (5 percent).

3. Professional involvement and advancement (15 percent).

    (a) Educational level and training (5 percent).

        (1) Attainment of a more advanced degree or training since initial placement or last promotion.

        (2) Earned college credit in an area directly related to the spectrum of expertise.

        (3) Attendance at non-credit seminars, training sessions, professional meetings, workshops and short courses designed to increase teacher effectiveness.

    (b) Activities in professional organizations relating to teaching area (5 percent).

        (1) Officer or member.

        (2) Presentations made.

        (3) Participation in committee work.

    (c) Publications, papers, research, and special projects (5 percent).

Section 11.5. Committee Procedures. (1) A complete file containing all standardized forms and other related data concerning the candidacy of the individuals being considered for promotion is established for review by committee members.

(2) The data within the file are carefully and independently reviewed by each committee member.

(3) After careful assessment of the data collected in the files and from the personal interviews of supervision and applicant when applicable, committee members determine which candidates shall be recommended to the President. The recommendation and ranking of candidates by the committee shall not be subject to the grievance procedure set forth in Article V of this Agreement.

(4) The recommendations of the committee shall be forwarded to the President for his acceptance, modification or rejection. The President shall meet with the committee to discuss its recommendations. If the listing is accepted, the President shall submit it to the Board for its acceptance or rejection. Those not recommended shall be notified.

Section 11.6. Minimum Requirements for Promotion. The minimum requirements for promotion shall be as follows:

Associate Instructor

(1) Six years of professional or related experience in the field of the teaching area; or

(2) Associate Degree or equivalent with a minimum of three years of related professional experience in an area related to the teaching field; or

(3) Bachelor's Degree or equivalent in the teaching field or approved related area.

Instructor

(1) Twelve years of professional or related experience in the field of the teaching area; or

(2) Associate Degree or equivalent in the field of specialization and nine years of professional experience in or related to the teaching field; or

(3) Bachelor's Degree or equivalent in the field of specialization and six years of professional experience in or related

to the teaching field; or

(4) Bachelor's Degree or equivalent in the field of specialization and 30 semester hours of approved graduate credit and three years of professional experience in or related to the teaching subject field; or

(5) Master's Degree or equivalent in the field of specialization or a Master's Degree with a graduate major in the teaching field.

Assistant Professor

(1) Eighteen years of professional or related experience in the field of the teaching area; or

(2) Associate Degree or equivalent in the field of specialization and fifteen years of professional experience in or related to the teaching field; or

(3) Bachelor's Degree or equivalent in the field of specialization and twelve years of professional experience in or related to the teaching field; or

(4) Bachelor's Degree or equivalent in the field of specialization and 30 semester hours of approved credit in the teaching subject field or related area, and nine years of professional experience; or

(5) Master's Degree or equivalent in the field of specialization, or Master's Degree with a graduate major in the teaching

subject field, and six years of professional experience; or

(6) Master's Degree in the field of specialization or Master's Degree with a graduate major in the teaching subject field, and fifteen semester hours of approved graduate credit in the teaching field or related area, three years of professional experience; or

(7) Master's Degree or equivalent and 30 semesters hours of approved graduate credit in the teaching subject field or related area, or Master's in Fine Arts and two years of professional experience, or

(8) Master's Degree or equivalent and 60 semester hours of approved graduate credit in the teaching subject field or related area, and one year of professional experience; or

(9) Doctorate in the field of specialization or approved related area.

Associate Professor

(1) Master's Degree or equivalent in the field of specialization or related area, and twelve years of professional experience; or

(2) Master's Degree and fifteen semester hours of approved graduate credit in the teaching subject field or related area and nine years of professional experience; or

(3) Master's Degree and thirty semester hours of approved graduate credit in the teaching subject field or related area, and six years of professional experience, or

(4) Master's Degree and sixty semester hours of approved graduate credit in the teaching subject field or related area, and five years of professional experience; or

(5) Doctorate in the field of specialization or approved related area, and four years of professional experience.

Professor

(1) Master's Degree or equivalent in the field of specialization or approved related area, and fifteen semester hours of approved graduate credit in the teaching field or related area, and sixteen years of professional experience; or

(2) Master of Fine Arts or Master's Degree in the field of specialization or approved related area, and thirty semester hours of approved graduate credit in the teaching field or related area, and thirteen years of professional experience; or

(3) Master's Degree in the field of specialization or approved related area and sixty semester hours of approved graduate credit in the teaching subject field or related area, and eleven years of professional experience; or

(4) Doctorate in the field of specialization or approved related area, and nine years of professional experience.

Section 11.7. Conditions.

(1) Degrees and hours beyond must be within or related to the individual's teaching field or specialization. The Board's determination of whether

degrees or hours are within or related to the individual's teaching field or specialization shall not be made in an arbitrary or capricious manner.

(2) For technical faculty, hours beyond may include hours directly related to the individual's technical teaching field or specialization on the following basis:

(a) For each sixteen (16) clock hours spent in obtaining a federal government recognized certification and registration directly related to the individual's technical teaching field or specialization, one semester hour of graduate equivalent credit will be granted up to a maximum of ten (10) semester hours of credit. (Note: limit of one such certificate and registration may be used for this purpose).

(b) For each sixteen (16) clock hours spent in technical training program (e.g., factory sponsored training or clinics) on the individual's own time and at his/her own expense directly related to the individual's technical teaching field or specialization, one semester hour of graduate equivalent credit will be granted. A faculty member shall be considered on his/her own time for the purposes of this subsection if the faculty member has made appropriate arrangements to have another qualified faculty member teach any classes that the faculty member misses while attending such a technical training program as long as such arrangements do not entail any additional cost to the Board and have been approved in advance by the appropriate Division Director.

The Board's determination of whether such hours are directly related to the individual's technical teaching field or specialization shall not be made in an arbitrary or capricious manner.

(3) Individuals granted rank at Lewis & Clark Community College must serve the required number of years within the rank before being considered for promotion. No person shall be eligible for promotion unless he/she has fulfilled the educational and experience requirements for the rank.

(4) Longevity requirements for promotion consideration.

Individuals with the rank of instructor must serve at least three years within the rank before being considered for promotion to the rank of assistant professor. Individuals with the rank of assistant professor must serve at least four years within the rank before being considered for promotion to the rank of associate professor. Individuals with the rank of associate professor must serve at least six years within the rank before being considered for promotion to the rank of professor.

When individuals who hold the rank of associate instructor fulfill the educational and/or experience requirements for the rank of instructor, they shall automatically be elevated to the rank of instructor effective the beginning of the next contract year. No person shall be eligible for promotion unless he/she has fulfilled the educational and experience requirements for the rank.

Because of outstanding accomplishment within the field of specialization, or because of outstanding teaching performance, the Board of Trustees may extend a rank promotion to those individuals whose qualifications and longevity would not ordinarily warrant it.

When a faculty member is granted a promotion by the Board, the faculty member shall be elevated to the appropriate rank effective the beginning of the next contract year and said faculty member shall, if otherwise eligible, receive an experience step increment.

ARTICLE XII

BOARD RIGHTS

The Board, on behalf of the electors of the District, retains and reserves the ultimate responsibilities for proper management of Lewis & Clark Community College conferred upon and vested in it by the Statutes and the Constitution of the State of Illinois and the United States, including but not limited to the responsibilities for and the right:

1. To maintain executive management and administrative control of the District and its properties and facilities and the activities of its employees as related to the conduct of District affairs;
2. To hire all employees and, subject to provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, and to evaluate, promote and transfer all such employees;
3. To establish, modify or eliminate courses of instruction, including special programs, and athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
4. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to current Board policy or as the same may from time to time be amended.
5. To determine student assignments, class schedules, non-classroom assignments, the hours of instruction, and the duties, responsibilities, and assignment of those in the bargaining unit.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Board unless and until the Board has agreed thereto in writing.

Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and authority under the Illinois Public Community College Act or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE XIII

SALARIES AND INSURANCE

Section 13.1. Salaries. The salary schedule for the 1985-86 academic year is attached as Appendix A.

The salary schedule for the 1986-87 academic year is attached as Appendix B.

Section 13.2. Pay Procedures. Salary checks are distributed by divisional offices twice a month. Retirement funds and payroll savings, if applicable, will be withheld from each check, along with federal income tax, state income tax, tax sheltered annuities, and voluntary credit union deposits.

Section 13.3. Placement on Salary Schedule. Initial placement on the salary table shall be determined by education and experience. The combination of these two variables will determine the rank of the faculty member and the appropriate salary step. Placement within the appropriate rank will be based on experience. The minimum requirements for a given rank classification may not be counted for step placement. In initial placement for all new faculty members employed by the College, step placement may be allowed for up to each year of full-time teaching experience. Full-time work experience related to the teaching field will be evaluated on an individual basis.

Section 13.4. Insurance Coverage. The group hospital and dental insurance policies, the group term life insurance policy, the long term disability insurance policy, and liability insurance policy in effect when this Agreement is ratified shall be continued during the term of this Agreement; provided, however, the Board retains the right to change insurance carriers or otherwise provide for coverage as long as the level of benefits remains substantially the same.

Section 13.5 Terms of Policies to Govern. The extent of coverage under the insurance policies referred to in Section 13.4 shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement.

Section 13.6 Summer School Pay. Faculty members shall be paid $260. per lecture-equivalent hour.

Section 13.7 Faculty Incentive Program

Program

Each faculty member shall, during the 1985-86 and 1986-87 academic years participate in a program to assist the administration to increase the paid tuition credit semester hours generated for college funding purposes. A coordinated administrative program will identify projects for faculty members to participate in. The projects as approved by the administration will be designed to increase the tuition credit semester hours in the areas listed below:

1) Recruitment activities designed to increase student enrollment.
2) Marketing activities designed to promote the college in the community.
3) Development activities designed to create new program offerings, repackage present courses, design courses for business or industry application or other new credit offerings.
4) Attrition activities designed to increase the retention of students.

The individual faculty program shall be identified and approved by September 1 of the academic year and completed by May 1 of the academic year.

Criteria

The Board, in its sole judgement, shall determine for each fiscal year a base number of gross paid tuition credit semester hours. In addition, the Board shall determine units of paid tuition credit semester hours that if generated above the base number would be used to calculate a stipend for payment to each faculty member, and a percentage figure to be applied to the average of the gross base nine-month salary of all faculty for the academic year involved. The base number of gross paid tuition credit semester hours and the units and the percentage figure shall not be subject to Article V. Grievance Procedure of the contract.

Each faculty member would receive an equal stipend under the formula for that academic year only for each completed unit of tuition credit semester hours' increase over the gross base number of tuition credit semester hours determined for the fiscal year.

The incentive stipend would be paid to each faculty member after the last day for refunds of tuition in the spring semester in equal amounts for the remainder of the pay periods due each faculty member for that year.

Incentive Stipend

Each faculty member's incentive stipend for fiscal year 1985-86 paid for said year only shall be determined as stated below:

1) Base number of gross paid tuition credit semester hours (FY86) - 80,000 hours
2) Units of increase in hours over base number - First unit -

2,000 hours -- Additional units - 1,000 hours each

3) Percentage figure applied to average faculty nine-month base salary - Unit one - 2,000 hours - 1% -- Additional units - 1,000 hours each - ½%

4) Average faculty base nine-month salary - $ 26,934.

5) Number of eligible faculty - approximately 82

6) Each faculty member's incentive stipend per unit of increased hours - First unit - 2,000 hours - $ 269.00
Additional units - 1,000 hours each - $ 134.50

ARTICLE XIV

NON-INTERRUPTION OF SERVICES AND WORK

During the term of this Agreement, neither the Association nor any of the full-time faculty members covered by this Agreement will instigate, promote, sponsor, or participate in any strike, sympathy strike, slowdown, stoppage of work, picketing or any other interruption of the operations of the College, regardless of the reason for so doing. Any or all faculty members who violate this provision may be terminated or otherwise disciplined by the Board.

ARTICLE XV

ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, including the impact of the Board's exercise of its rights as set forth herein on terms and conditions of employment, even though the parties may not have known or thought about such subjects when they negotiated this Agreement.

This Agreement shall be subject to modification or supplement during the term of the Agreement only through the express, written, mutual consent of the parties. Any such modification or supplement shall be reduced to writing, signed by the parties and submitted to the Board and the Association for adoption and ratification.

ARTICLE XVI

SAVINGS

If any provision of this agreement is or shall at any time be contrary to or unauthorized by law, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law; provided that in such event all other provisions of this Agreement shall continue in effect.

ARTICLE XVII

TERM OF AGREEMENT

This Agreement shall be effective as of the 1st day of August, 1985, and shall remain in full force and effect until the completion of the 1988 Summer session. It shall automatically be renewed from year to year unless either party shall notify the other in writing at least ninety (90) days prior to the end of the 1988 Summer session, or at least ninety (90) days prior to the end of the Summer session in any succeeding year.

Notwithstanding the foregoing, between May 1 and May 15, 1987, the Association may notify the Board in writing of its desire to reopen this Agreement, provided that such reopener and any resulting negotiations shall be limited to salaries, including overload and Summer session pay, and insurance coverages. Upon such notice being given, the duly authorized representatives designated by the parties will meet by June 1, 1987, or such later date as the parties may mutually agree to, to commence such negotiations. The provisions of Article XIV shall not be applicable during the period of such reopener negotiations. If the financial condition of the College improves sufficiently prior to FY87 then the President will communicate with the Association and recommend to the Board that salary negotiations for FY87 be reopened.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 11th day of June, 1985.

BOARD OF COMMUNITY COLLEGE
DISTRICT NO. 536, (LEWIS &
CLARK COMMUNITY COLLEGE)

By
Robert L. Watson

LEWIS & CLARK COMMUNITY
COLLEGE FACULTY ASSOCIATION

By Rance Thomas
Rance Thomas

LEWIS & CLARK COMMUNITY COLLEGE
FACULTY ASSOCIATION

By
William Gardner

SIDE LETTER

The parties agree that Dr. Alexander Mackenzie and Dr. Richard Patterson, who have been reassigned by the President to administrative positions, will continue to be credited with seniority as faculty for the time they serve in an administrative capacity.

This is an addendum to Section 9.2. Seniority Upon Return to Bargaining Unit.

BOARD OF COMMUNITY COLLEGE
DISTRICT NO. 536

By Robert L Watson
6/11/85

LEWIS & CLARK COMMUNITY
COLLEGE FACULTY ASSOCIATION

By William [illegible]
6/11/85

FACULTY SALARY SCHEDULE FOR 1985-86

STEP	ASSOCIATE INSTRUCTOR	INSTRUCTOR	ASSISTANT PROFESSOR	ASSOCIATE PROFESSOR	PROFESSOR
0	$16,656	$19,191	$20,681	$22,321	$24,107
1	$17,030	$19,565	$21,055	$22,695	$24,481
2	$17,404	$19,939	$21,429	$23,069	$24,855
3	$17,778	$20,313	$21,803	$23,443	$25,229
4	$18,152	$20,687	$22,177	$23,817	$25,603
5	$18,526	$21,061	$22,551	$24,191	$25,977
6	$18,900	$21,435	$22,925	$24,565	$26,351
7	$19,274	$21,809	$23,299	$24,939	$26,725
8	$19,648	$22,183	$23,673	$25,313	$27,099
9	$20,022	$22,557	$24,047	$25,687	$27,473
10	$20,396	$22,931	$24,421	$26,061	$27,847
11	$20,770	$23,305	$24,795	$26,435	$28,221
12	$21,144	$23,679	$25,169	$26,809	$28,595
13		$24,053	$25,543	$27,183	$28,969
14		$24,427	$25,917	$27,557	$29,343
15		$24,801	$26,291	$27,931	$29,717
16		$25,175	$26,665	$28,305	$30,091
17			$27,039	$28,679	$30,465
18			$27,413	$29,053	$30,839
19			$27,787	$29,427	$31,213
20				$29,801	$31,587
21				$30,175	$31,961
22				$30,549	$32,335
23					$32,709
24					$33,083
25					$33,457

STEP = $374

FACULTY SALARY SCHEDULE FOR 1986-87

STEP	ASSOCIATE INSTRUCTOR	INSTRUCTOR	ASSISTANT PROFESSOR	ASSOCIATE PROFESSOR	PROFESSOR
0	$16,947	$19,585	$21,136	$22,843	$24,702
1	$17,336	$19,974	$21,525	$23,232	$25,091
2	$17,725	$20,363	$21,914	$23,621	$25,480
3	$18,114	$20,752	$22,303	$24,010	$25,869
4	$18,503	$21,141	$22,692	$24,399	$26,258
5	$18,892	$21,530	$23,081	$24,788	$26,647
6	$19,281	$21,919	$23,470	$25,177	$27,036
7	$19,670	$22,308	$23,859	$25,566	$27,425
8	$20,059	$22,697	$24,248	$25,955	$27,814
9	$20,448	$23,086	$24,637	$26,344	$28,203
10	$20,837	$23,475	$25,026	$26,733	$28,592
11	$21,226	$23,864	$25,415	$27,122	$28,981
12	$21,615	$24,253	$25,804	$27,511	$29,370
13		$24,642	$26,193	$27,900	$29,759
14		$25,031	$26,582	$28,289	$30,148
15		$25,420	$26,971	$28,678	$30,537
16		$25,809	$27,360	$29,067	$30,926
17			$27,749	$29,456	$31,315
18			$28,138	$29,845	$31,704
19			$28,527	$30,234	$32,093
20				$30,625	$32,482
21				$31,012	$32,871
22				$31,401	$33,260
23					$33,649
24					$34,038
25					$34,427

STEP = $389

007691

AGREEMENT

between

BOARD OF TRUSTEES, MCHENRY COUNTY COLLEGE,
COMMUNITY COLLEGE DISTRICT NO. 528

and

MCHENRY COUNTY COLLEGE FACULTY ASSOCIATION

2 yr

1985-1986
1986-1987

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AGREEMENT

This AGREEMENT is entered into this 25th day of July, 1985, by and between the BOARD OF TRUSTEES OF MCHENRY COUNTY COLLEGE, DISTRICT No. 528 (hereinafter referred to as the "Board") and the MCHENRY COUNTY COLLEGE FACULTY ASSOCIATION, an affiliate of the NEA/IEA (hereinafter referred to as the "Association"), and only applies to said parties.

Preamble

WHEREAS, the parties agree to continue to work together harmoniously and to promote and maintain relations between the Board and the Association which will serve the best interests of all concerned, and

WHEREAS, the Board and the Association do hereby agree that the welfare of the students is paramount in the operation of the system and will be promoted by both parties, and

WHEREAS, the Board and the Association have voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting relations between the Board and the full-time faculty insofar as such practices and procedures are appropriate to the obligations of the Board to retain the right effectively to operate McHenry County College and are consonant with the paramount interests of the public and the students of McHenry County College, and

WHEREAS, it is the intention of the parties to this Agreement to provide, where not otherwise mandated by law, for the salaries, fringe benefits, and conditions of employment of the full-time faculty members covered by this Agreement, to prevent interruptions of work and interference with the efficient operation of McHenry County College, and to provide an orderly and prompt method of handling and processing grievances;

NOW, THEREFORE, the parties agree with each other as follows:

ARTICLE I

DEFINITIONS

This Agreement shall incorporate the definitions enumerated below:

A. Board -- The terms "Board" or "Board of Trustees" shall mean the Board of Trustees of Public Community College District No. 528 operating as McHenry County College, as established and pursuant to Illinois Revised Statutes, Chapter 122, and its authorized representatives.

B. College -- The term "College" shall mean McHenry County College and its authorized representatives.

C. Full-Time Faculty -- The terms "faculty", "faculty member", or "full-time faculty member" shall mean those employees specifically included in the bargaining unit as set forth in Section 2.1 of this Agreement.

ARTICLE II

RECOGNITION AND REPRESENTATION

Section 2.1. Recognition. The Board of Trustees of McHenry County College, Illinois Community College District 528, or its agents, hereby recognizes the McHenry County College Faculty Association, an affiliate of the Illinois Education Association and the National Education Association, hereinafter referred to as the Association, as the exclusive and sole collective bargaining representative for all full-time faculty except supervisors, managerial employees, short-term employees as such excluded employees are defined in Section 2 of the Illinois Educational Labor Relations Act of 1983. Employees holding any position whatsoever within the bargaining unit (The Association) shall not be required by the Employer to perform any of the final management functions whatsoever at all as defined hereinabove.

Section 2.2. Meeting With Other Faculty Organizations. The Board agrees not to negotiate with any full-time faculty employee organization other than the Association for the duration of this Agreement; further, the Board agrees not to negotiate with any full-time faculty member individually during the duration of the Agreement on items covered by this Agreement.

Section 2.3. Duty of Fair Representation. The Association agrees to fulfill its duty to fairly represent all employees in the bargaining unit regardless of Association membership. The Association further agrees to indemnify and hold harmless the Board from any and all liability, including monetary damages, resulting from any failure on the part of the Association to fulfill its duty of fair representation.

ARTICLE III

BOARD RIGHTS

Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and authority under the Illinois Public Community College Act or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE IV

STATUS AND EFFECT OF AGREEMENT

Section 4.1. Ratification and Amendment. This Agreement shall become effective when ratified by the Board and Association and signed by authorized representatives thereof.

Section 4.2. Contract Controlling. No agreement, understanding, consideration or interpretation which alters, waives or modifies any of the terms or conditions contained herein shall be made with any Faculty member by the Board of any of its agents or representatives, unless it has been made, ratified and agreed to in writing by the Board and the Association. Any such agreement shall not constitute a precedent in the future enforcement of any of the terms contained herein.

ARTICLE V

RESPONSIBILITIES AND RIGHTS

Section 5.1. No Discrimination.

A. In accordance with applicable federal and state law, neither the Board nor the Association shall discriminate on the basis of a faculty member's race, creed, color, sex, sexual orientation, national origin, religion, age, or handicap unrelated to ability to perform the particular work involved. Any disagreement concerning the interpretation and application of this paragraph shall be resolved through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this agreement, unless the grievant and Association shall waive all rights to use any procedure other than the grievance procedure, provided nothing herein shall preclude the use of steps 1, 2, and 3, of the grievance procedure.

B. As a duly elected body exercising governmental power under the law of the State of Illinois, the Board agrees that it will continue not to discourage directly or indirectly, or deprive any faculty member his/her rights in the enjoyment of any rights the laws of Illinois or the Constitution of the United States.

Any dispute concerning said rights shall be resolved through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement, unless the Association, grievant, and Board agree otherwise. It will continue not to discriminate against any faculty member with respect to hours, wages, terms, or conditions of employment by reason of his/her membership in the Association or his/her participation in negotiations with the Board or to discriminate against any teacher in his/her institution of any grievance, complaint, or proceeding under this Agreement.

C. Both parties agree that the rules and regulations governing teacher conduct shall be reasonable and that enforcement shall be fair and for just cause.

Section 5.2. Good Faith.

A. "Good Faith" is defined as the mutual responsibility of the Board and the Association to meet at a reasonable time and to deal with each other openly and fairly and sincerely to endeavor to reach agreement with respect to all items as identified in the agreed upon substantive portion of this document.

B. The Association subscribes to a code of ethics and agrees to assist the Board and the administration on matters pertaining to professional conduct when requested.

C. Both parties agree that the provisions of this Agreement shall not be applied in a manner which is arbitrary, capricious, or discriminatory.

D. Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counterproposals in the course of negotiations, and to reach tentative agreements which shall be presented respectively to the Board and Association for ratification.

Section 5.3. Dues Checkoff. Upon receipt of a properly executed dues deduction form by faculty members, the Business Office shall regularly deduct the appropriate monies from such employee's paycheck in conformity with the Business Office's regular and ordinary payroll procedures. The specific amount of the dues deduction shall be communicated to the College's Accounting Supervisor in writing by the Association's Treasurer at the commencement of each academic year and shall not be amended more than once each academic year during the term of this contract. The Association shall hold the Board harmless for all such deductions completed pursuant to the dues authorized form. Such authorization shall be cancellable according to its terms but in no event sooner than thirty (30) calendar days where employment is not terminated. A copy of the Dues Deduction Authorization Form shall be appended to this Agreement.

Section 5.4. Distribution of Contract. Within thirty (30) days following ratification and execution of this Agreement by both parties, the Board will provide sufficient copies of this

Agreement at its expense to the President of the Association for distribution to the full-time faculty members covered by this Agreement. At the time a new faculty member covered by this Agreement is employed, the Board shall provide said new faculty member with a copy of this Agreement.

Section 5.5. College Services and Facilities.

A. In accordance with applicable Board policy, the Association shall have reasonable use of College office services, e.g., duplicating and printing, provided the Association agrees to pay the standard rates for the services and supplies used. Use of such services and facilities shall be scheduled and prioritized by the appropriate administrative officers.

B. The Board agrees that space for a bulletin board, to be purchased by the Association, shall be provided for the exclusive use of the Association for posting notices of activities and other matters of Association concern, provided such posting shall not include any item attacking the character, integrity, or ability of any member of the Board of Trustees or any of its agents or employees.

C. The rights granted the Association pursuant to this Section (5.5) shall not be granted to any other competing labor organization.

Section 5.6. Information to Association.

The Board shall make available to the Association upon its reasonable request and within a reasonable time thereafter, information concerning the professional staffing and financial resources of the institution, including but not limited to the current: annual financial reports and audits; registry of professional personnel; the Adopted Budget with all budgetary requirements and allocations; agendas and minutes of all Board meetings, and all attachments thereto at the time of distribution to the Board; treasurer's reports; names, addresses and position on salary schedule of all faculty and other public information necessary for negotiation and enforcement of the collective bargaining agreement. It is understood that this shall not be construed to require the Board to compile information and statistics in the form requested not already compiled in that form unless mutually agreeable.

Section 5.7. Board Policy Manual and Faculty Handbook.

A. The Board shall provide the Association with one copy of the Board Policy Manual. When any changes, additions, deletions, or modifications to the Board Policy Manual are adopted by the Board, the Association shall be provided with a copy of same.

B. The Board shall provide each faculty member with a current copy of the Faculty Handbook.

Section 5.8. Board Agenda. The Association may request to be placed on the agenda of a regular Board meeting in accordance with the Board's Policy Manual and procedures contained therein.

Section 5.9. Personnel File. A faculty member shall have the right upon request, to review the contents of his/her own personnel file during normal business hours. A representative(s) of the Association may be requested to accompany the faculty member to such review. Confidential credentials (and related personal references) normally obtained prior to the time of employment are specifically exempted from such review and shall be removed prior to the review of file. A faculty member will be given the opportunity to file a response to any adverse material placed in the personnel file if submitted within thirty (30) working days of receipt of notification, and the faculty member's response shall be made part of said file. If the faculty member is asked to sign material placed in the file, such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. Any negative material that is added to the personnel file shall be done so in a timely manner and in no case later than thirty (30) working days from the occurrence of the event. The faculty member shall be given a copy of any negative material added to the file within five (5) working days of such addition. There shall be only one official personnel file, but nothing herein shall preclude retention of identical duplicate information in other files.

Section 5.10. Patent and Copyrights. Any faculty member who while in the employment of the college develops a device, machine, book, program, or similar item which can be patented or copyright and for which there is an expected market and profit to be obtained shall be encouraged to do such research and development as long as such does not interfere with his/her teaching duties and further provide that any use of College equipment, materials, and resources has been approved by the College.

In addition, the College shall not be viewed as a partner in any creative venture undertaken by a faculty member. Neither shall it be responsible for marketing or marketing costs pertaining to said creation, nor shall it be required to buy or use said creation. Extent of ownership of said creation shall be determined on the following basis:

a. If the faculty member created the product on his/her own time and with his/her own resources, the faculty member shall be entitled to one hundred percent (100%) of all royalties, profits, benefits, etc.

b. If the faculty member received financial assistance, release time, or other incentives in the creation or development of the product, the College will be entitled to up to forty percent (40%) of all royalties, profits, benefits, etc.

c. Distribution of royalties will be determined on the net profit as reported to the Internal Revenue Service by the faculty member.

Where the 60/40 distribution is in dispute, the extent of ownership by the faculty member and the College will be determined on a case by case basis taking into account the following:

a. Amount of financial assistance received by the faculty member including release time and paid leave.

b. Amount of extent of College resources used and expended in development.

c. Amount of personal and private time, materials, and other resources utilized by the faculty member.

d. Relationship between the item and utilization of that item at the College including in the class(es) or teaching area of the faculty member.

e. Other relevant criteria that may be selected by an arbitrator.

When such item has been developed and the issue of ownership arises, the faculty member shall schedule a meeting with the President or designee and seek to arrive at a mutual written agreement as to ownership. If such meeting does not result in an agreement, the faculty member shall within forty-five days of the meeting with the President or designee request and be placed on the agenda of a regular or special meeting to meet with the College Trustees to see if an agreement can be reached on ownership which is mutually acceptable.

ARTICLE VI

NEGOTIATION PROCEDURES

Section 6.1. Selection and Composition of Negotiating Teams. The Board and the Association shall each select representatives to act on their behalf in negotiations. The Board shall include on its team at least one member of the Board of Trustees, and the Association shall include on its team at least one faculty member. The method of selection shall be determined by each party, provided that the Board shall not select a professional staff member eligible for membership in the bargaining unit, as defined in this Agreement, as one of its representatives.

Section 6.2. Commencement of Negotiations. Negotiations shall begin no later than February 15, 1985 unless both parties agree to an alternate date. A regular meeting schedule or plan shall be cooperatively arrived at the initial meeting. Additional meetings not originally scheduled or planned may be called with the mutual agreement of both parties.

Section 6.3 Agreement and Ratification.

A. Whenever feasible, tentatively agreed-upon material shall be prepared for the Board and the Association representatives and signed prior to the adjournment of the meeting at which such agreement was reached.

B. When the Association and Board representatives reach tentative agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted to the membership of the Association for ratification and to the Board for official approval within thirty (30) calendar days following such tentative agreement.

ARTICLE VII

REPRESENTATION REFERENDUM

Any representation elections shall be conducted pursuant to the applicable provisions of the Illinois Educational Labor Relations Act of 1983 and applicable Rules or Regulations adopted thereunder.

ARTICLE VIII

GRIEVANCE PROCEDURE

Section 8.1. Definitions.

A. Any written claim by a faculty member of the Association that there has been a violation, misapplication, or misinterpretation in terms of this Agreement shall be a grievance.

B. All time limits shall consist of regular work days, that is, Mondays through Fridays. In cases which occur/extend outside the regular academic year, "days" shall continue to be construed as Mondays through Fridays (except holidays observed by the President's office).

Section 8.2. Association Representation.

A. Association representatives (one of whom may be a non-faculty member) shall have the right to be present at any meeting, hearing, appeal, or other proceeding relating to a grievance which has been formally presented. Nothing contained herein shall be construed as limiting the right of any faculty member having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

B. The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance commencing at Section 8.4.A. (Step One, below), and no teacher will be required to discuss any grievance if the Association's representatives are not present.

C. No grievance settlement agreement may be entered into between a faculty member and the College which is not in conformity with the terms and conditions of this Agreement. Any such settlement agreement which is not made known to the Association president, or grievance chair person shall be made known to the Association attorney or Uniserv director in a timely manner. Any such agreement shall not be binding on the Association.

Section 8.3. Pre-Grievance Procedure (Informal Resolution).

The parties hereto acknowledge that it is usually most desirable for a faculty member and his/her immediately involved supervisor to resolve problems through free and informal communications. When requested by the faculty member, an Association representative may accompany the faculty member to assist in the informal resolution of the grievance. If, however, such informal processes fail to satisfy the faculty member or the Association, a grievance shall be processed as follows:

Section 8.4. Grievance Procedure.

A. (Step One) The faculty member or the Association shall present the grievance in writing to the administrator immediately involved who will arrange for a meeting to take place within five (5) days after receipt of the grievance. Such written grievance shall be submitted not later than thirty (30) working days after the occurrence of the events giving rise to the grievance or thirty (30) days from the date by which the faculty member might reasonably have ascertained such occurrence. The Association representative, the aggrieved faculty member, and the immediately involved administrator shall be present at the meeting. The administrator shall provide the aggrieved faculty member and the Association with a written answer to the grievance within ten (10) days after the meeting.

B. (Step Two) If the grievance is not resolved at Step #1, then the Association shall refer the grievance to the President of the College, or his official designee within seven (7) days after the receipt of the Step #1 answer or within (7) days after the Step #1 meeting, whichever is later. The President shall arrange for a meeting with the representatives of the Association's grievance committee to take place within five (5) days of his receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the president shall have ten (10) days in which to provide his written decision with reasons to the Association, unless Board action is required.

C. (Step Three) If the grievance is not resolved at Step #2 within the time limits provided, the grievance shall be referred to the Board within seven (7) days after receipt of the President's written decision. The Chairperson of the Board shall arrange for a meeting to take place with representatives of the Association Grievance Committee at the next regularly scheduled Board meeting. The Association Grievance Committee shall have the right to make a presentation not to exceed one hour. The Chairperson of the Board shall have seven (7) days in which to provide a written decision with reasons to the grievant and the Association.

D. (Step Four) If the Association is not satisfied with the decision at the 3rd step, the Association may refer the grievance to arbitration within thirty (30) days after the decision is provided at the 3rd step.

1. The parties shall attempt to agree upon an arbitrator within seven (7) days after receipt of the notice of referral. In the event the parties are unable to agree upon an arbitrator within said seven (7) day period, the parties shall immediately jointly request the American Arbitration Association to submit a panel(s) of arbitrators, and to otherwise administer the arbitration proceedings.
2. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
3. The arbitrator shall submit his/her recommendation in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later. Subject to the agreement of both parties, the expedited arbitration procedure of the American Arbitration Association shall be used.

4. The fees and expenses of the arbitrator and the cost of a written transcript (if a transcript is jointly requested) shall be shared equally by the parties involved in the arbitration; provided, however, that each party shall be responsible for compensating its own representatives or witnesses.

Section 8.5. Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, subtract from the provisions of this Agreement. The arbitrator's ruling in any grievance shall not violate the relevant decisions of federal and state courts, the appropriate decisions of federal and state regulatory agencies, and applicable federal and state laws. Neither party waives its right to administrative review of any arbitration and award which it feels has violated the above listed criteria. The arbitrator shall have no authority to make a recommendation on any issue not so submitted or raised. The arbitrator's award shall be final and binding.

Section 8.6. Association Grievances. Grievances involving the President or Board of Trustees may be initially filed by the Association at Step Two (2).

Section 8.7. No Reprisals.

A. No reprisals of any kind shall be taken by the Board, the administration, or the Association against any individual because of his/her participation in this grievance procedure.

B. All records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

Section 8.8. Scheduling of Grievance Meetings. Should the investigation or processing of any grievance require that a teacher or an Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits, provided that every reasonable attempt has been made by the parties involved to schedule grievance related meetings during times which do not conflict with his/her regular assignment.

Section 8.9. Cooperation and Withdrawal Without Establishing Precedent.

A. The Board, administration, and the Association shall cooperate in the investigation of any grievance, and further, all parties shall be furnished with such information requested for the fair and proper processing of any grievance which shall be reasonable.

B. A grievance may be withdrawn at any level without establishing precedent and if withdrawn shall be treated as though never having been filed.

ARTICLE IX

SCOPE OF INSTRUCTION AND PROGRAM DEVELOPMENT

Section 9.1. Scope of Instruction

A. The faculty member is entitled to freedom in the classroom in discussing his/her subject. He/she may introduce into his/her teaching such matter and study materials as are related to the instructional goals of his/her course.

B. Within the scope of their duties and responsibilities, the Board and faculty members recognize their responsibility to protect and encourage the search for knowledge and its dissemination. Faculty members have both the right and obligation to adequately investigate and to represent to their students, based upon their professional judgment, available information related to their subject or the education of their students. Faculty members shall at all times try to be accurate, show respect for the opinion of others, identify their own personal persuasion on controversial issues, and make every effort where appropriate to indicate that they are not institutional spokespersons.

Section 9.2. Curriculum Development.

A. The development of curriculum and related academic policies is in part a faculty responsibility. Therefore, a substantive procedure should be implemented to make clear the precise role of the faculty. This shall be accomplished through a body called the Curriculum and Academic Policy Committee.

1. Role - The role of the Committee will be to participate in curriculum development and related academic policies as a recommending body to the Office of Instructional Services.

2. Membership - The Committee shall consist of 11 members. Four faculty members shall be selected by the Faculty Association President with no more than one from each of the following areas: Division of Natural and Applied Sciences, Division of Social Science and Humanities, Division of Business and Technology, Division of Student Services, and Learning Resources Center. The President of the College shall have the prerogative of appointing three additional committee members of his choice from the unrepresented divisions and a fourth member from the Business Services area. In addition, there will be three representatives of the student body.

3. Scope - The scope of the program with which the Committee is concerned includes curriculum development (courses and programs), articulation, classroom procedures, scheduling procedures, instructional facilities and grading procedures.

B. Nothing shall be construed as to render negotiable any aspect of curriculum adoption or development except as otherwise explicitly set forth herein.

Section 9.3. Extracurricular Activities.

Faculty members may participate in school sponsored extracurricular activities on a voluntary basis. Where supervisory responsibilities are required on programs authorized by the administration, such as serving as a club advisor, coaching, organizing a theatrical or musical presentation, or performing in a departmental or division administrative capacity, the faculty member shall be compensated as follows:

1. Faculty members serving as advisors for clubs whose charters have met the requirements of the college will receive a stipend.
2. Faculty members serving as coaches will receive compensation, by the currently implemented method.
3. Faculty members serving remaining categories will receive compensation by the currently implemented method.

All compensated extracurricular responsibilities shall first be offered to full-time instructors if they are qualified in the judgment of the Dean of Instruction.

Section 9.4. Course Schedules. A proposed schedule of department course offerings for each semester or term shall be initially prepared by the instructors of the department under the direction of the Dean of Instruction. In the event of scheduling conflicts, the Dean of Instruction shall resolve the conflict with the instructors involved.

Section 9.5. Teaching Programs.

A. Scheduling of courses and hours shall be determined by the Dean of Instruction in consultation with the faculty member subject to the limits established by the provisions of this agreement.

1. A faculty member shall be assigned no more than three separate preparations per semester as part of his/her regular program. (i.e., French I and French II are examples of two separate preparations, whereas two sections of French I are an example of a single preparation). The Office of Instruction shall retain the right to make exceptions where circumstances dictate.
2. A faculty member shall be notified of his/her program at least sixty (60) days before the start of the semester. The Office of Instruction shall retain the right to make exceptions when circumstances dictate.
3. The appropriate faculty member(s) shall be involved with the Dean of Instruction in the resolution of any scheduling conflict(s).

B. In the best interest of the College, faculty members shall be present on campus for all professional duties and obligations, including classes, divisional meetings, and faculty meetings called by the administration and student conference hours. Each full-time teaching faculty member shall schedule a minimum of five (5) hours for student conferences per week. These conference hours shall be scheduled to provide maximum convenience for students who wish to confer with a faculty member.

C. A faculty member's regular teaching program, or other duties, shall be scheduled within a maximum 8-hour work day. Also, there shall be at least a 12-hour period from the end of an instructor's first class on the succeeding day. As the chief administrator of the College, the President retains the right to make exceptions when circumstances dictate.

Section 9.6. Faculty Load.

A. (Full-Time Faculty Load) All full-time faculty except counselors and other non-teaching faculty will have their class loads computed according to the percentage load formula. A full class load is defined as no more than 200% per academic year. No full class load for any given semester shall exceed 133%. A class load in excess of 200% is considered an overload and shall be compensated as such.

1. Percentage Load Formula. The following criteria will be used for determining percentage load for each class offered at McHenry County College:

Criteria I - Contact hours per week (the number of hours per week a class meets in a normal semester).

Criteria II - Full load variable, based on type of class:

The following variables have been determined by present practice.

Lecture/laboratory Classes	18 hours
Lecture Classes	15 hours
Audio-Visual Tutorial (AVT) Laboratory Classes (*i.e.*, secretarial science, learning lab, and electronics)	20 hours

By dividing the first criteria by the second, the class percentage for each class can be determined. For example, History 151 is a lecture class which meets three hours per week. Thus, by dividing 3 by 15, we arrive at a 20% load for History 151.

2. Adjustments to Percentage.

   a. If an instructor feels a given course should be assigned a different percentage, he may submit a written petition to the chairperson of the Curriculum and Academic Policy Committee, no fewer than 60 days prior to the semester during which the course will be taught. Within 30 days after receiving the petition, the Committee shall submit a written recommendation to the Dean of Instruction.

b. Within 5 (five) school days after receiving the written recommendation of the Curriculum and Academic Policy Committee, the Dean of Instruction will notify the chairperson of the Curriculum and Academic Policy Committee of his/her action on the recommendation.

c. If this instructor's petition is granted, the revised course percentage will be implemented for the following semester.

3. Program Development. Since many programs require extensive instructor involvement in program development, a portion of an instructor's load may also be assigned to program development. The amount of involvement required for program development and/or articulation shall be determined by the Dean of Instruction in consultation with each instructor and approved by the President and shall be assigned in advance.

B. (Class Size) It is policy that McHenry County College shall utilize the largest class sections consistent with quality instruction and reasonable faculty work-load. The President and his staff are charged with the responsibility and given the authority to make the appropriate decisions regarding these matters. This statement shall not be interpreted to produce increasing class size dependent solely upon classroom capacity since we at McHenry County College recognize that quality education requires class size limits dependent rather upon subject matter and instructional methods.

C. (Class Size Appeals Board) Beginning August 15, 1973, class maximums for each course offered by the College were determined by the Office of Instruction in consultation with appropriate faculty members. Changes made after this date have been made and will continue to be made by the Office of Instruction, after consultation with appropriate faculty members. To further solidify this situation, a Class Size Appeals Board has been structured and agreed to by the Office of Instruction and the Faculty Association. Its particulars may be found in an addendum at the back of this Agreement.

D. (Counselor Load) Reporting days for counselors will correspond to those established for teaching faculty. Additional working days (e.g., between semester coverage, vacation coverage, etc.) shall be determined in advance and shall be compensated by release time at a later date or prorated pay, at the fair and reasonable discretion of the appropriate administrator.

Average student load per counselor should approximate 300 to 1, student-counselor ratio, based on the following head count formula:

1. Each full-time student = 1 student
2. Each part-time student = 1/3 student (based on the rationale that each part-time student enrolls for approximately five hours)
3. Therefore, total headcount for purposes of determining counselor need = full time enrollment + 1/3 part-time enrollment.

E. Other Non-Instructional Faculty (i.e., Learning Resource Center) reporting days will correspond to those of other teaching faculty. Additional working days shall be arranged in advance and shall be compensated by release time at a later date or prorated pay, at the fair and reasonable discretion of the appropriate administrator.

Section 9.7. Distribution of Overload and Summer Session Assignments.

A. Overload and summer session assignments shall be distributed as equitably as practicable among faculty members who are interested and equally qualified to fill the position in question. Faculty members who turn down overload or summer assignments shall be credited with such assignments for the purposes of this section. If a faculty member demonstrates that he/she has not received his/her share of overload or summer assignments for which he/she is equally qualified to teach, he/she shall be given an immediate assignment if possible and if not possible shall be given preference for future overload or summer assignments until the imbalance is corrected. The Office of Instruction will establish reasonable deadlines by which faculty members must submit requests for overload or summer assignments and has the responsibility to see that overload or summer assignments are distributed as equitably as possible.

B. The Parties agree that under regular and ordinary circumstances, the fall, spring, and summer full class loads shall be limited to 133 percent of the regular full-time class load of a maximum of three (3) preparations per semester.

C. In the event that circumstances require an overload in excess of 133 percent, but not more than 150 percent, such an additional overload(s) shall only be implemented with the fair and reasonable prior approval of the President of the College.

D. Overloads shall be compensated at the prevailing rate of pay for part-time instructors.

Section 9.8. Release Time. The faculty association president shall be granted 20% release time from instructional responsibilities for the purpose of conducting faculty association business, within an academic year.

ARTICLE X

APPOINTMENT, QUALIFICATIONS, RETENTION, DISCIPLINE, AND DISMISSAL OF FACULTY

Section 10.1. Appointments Defined.

A. (Probationary) An appointment as a probationary member of the faculty shall be for the length of time specified in the contract. Service as a probationary appointee shall count toward a professional appointment only when the faculty member has performed his/her duties for at least seventy-five (75) percent of the working days specified by the contract interval. The College president shall inform probationary faculty of his/her intent to recommend their professional appointment to the Board by March 1 of the year in which they are eligible.

B. The granting of TENURE to regular, full-time faculty members eligible for that status shall be in strict conformity to appropriately applicable State of Illinois law. The parties to this Agreement agree that tenure shall be defined for purposes of effectuating this Article by appropriate State of Illinois law.

Section 10.2. Discipline of Faculty Members.

A. Except as may otherwise be provided herein, no faculty member shall be demoted, disciplined, or formally reprimanded without just cause. Any such discipline, reprimand, and/or demotion shall be subject to the grievance procedure set forth in this agreement. All information forming the basis of disciplinary action will be made available to the faculty member and the Association. This section shall not apply to a suspension action which is part of the termination of employment. Such suspension and termination shall be in conformity with applicable State of Illinois laws.

B. If a faculty member is to be formally repimanded or disciplined for any infraction or deliquency in professional performance by an administrator, he/she shall be entitled to have a representative of the Association present. Such reprimand or discipline shall be delivered, if possible, in person. All faculty members shall within two (2) working days of the reprimand or discipline receive a copy of any written material that is placed in the personnel file relative to such reprimand or discipline if such has not previously been furnished, and may within two (2) weeks from receipt of such material respond in writing. Such responses shall be placed in the faculty member's file. All evaluative records concerning a faculty member shall be kept in that faculty member's official personnel file.

C. As used herein, "personnel file" shall not include recommendations, references or responses from other employers or institution that may lawfully be kept confidential from the faculty members.

D. All written records of disciplinary action that is overturned or reversed shall be promptly removed from the peronnel file and destroyed.

Section 10.3. Termination of Professional Appointments.

A. Termination of professional appointments shall be made whenever just and sufficient cause exists. Among causes for termination are:

Retrenchment

Physical or mental incapacity

Unsatisfactory performance of contracted services

Unprofessional conduct

Falsification of professional credentials or employment applications

B. Procedures for Termination of Professional Appointments

Termination of Professional

Appointments shall be in conformity with applicable State of Illinois law.

C. (Termination of Professional or Probation Appointments due to Physical or Mental Incapacity). If the reason for termination of employment is physical or mental incapacity, the faculty member shall have an opportunity to submit the statement of a physician of his/her choice to the College Board. The Board reserves the right to require that the faculty member be examined by a physician designated by the Board.

Section 10.4. Preservation of Federal and State Constitutional and Statutory Rights. The parties to this Agreement agree that nothing in the paragraphs of this Article cited hereinabove constitute a waiver of any Federal or State of Illinois laws entitling members of the faculty or the Employer to due process of law or fair and just cause in matters of discipline and/or discharge; nor shall any provision of this Agreement be construed as a bar to the assertion of any of those rights. Nothing contained in this Article shall be construed to be in conflict with the Illinois law.

Section 10.5. Review of Minimum Qualifications. The Board shall set minimum qualifications for positions. It is assumed that all full-time tenured faculty employed and assigned (or have been assigned within the past two (2) years) to teach in particular subject areas as of July 1, 1983, are fully competent to teach in those subject areas by reason of those teaching assignments. Faculty members may petition the Board to change the minimum qualifications for a particular position by utilizing the following procedure:

A. A departmental or program faculty group may submit a written request for a revision in the minimum qualifications for a particular full-time faculty position, with justification and supporting documentation to the Dean of Instruction at any time during the Fall Semester of any academic year.

B. Within ten (10) working days of the receipt of such a revision request, the Dean of Instruction will convene a meeting of a review committee comprised of himself, the Associate Dean of Instruction and two faculty members appointed by the President of the Faculty Association from subject areas that would not be affected by the requested change. The faculty group making the request will be invited to orally present their arguments for the revision at that meeting.

C. Within five (5) working days following the meeting, the Dean of Instruction will submit the review committee's decision on the request in the form of a recommendation to the College President with copies provided to the requesting faculty group.

D. The College President will determine whether or not to support the review committee's recommendation with the obligation to communicate his reasons for doing so (in either case) to the review committee and the requesting group. His decision to support or not support a revision will be presented as a recommendation to the Board of Trustees who will make the final decision.

Section 10.6. Job Sharing. When two full-time tenured faculty members wish to divide and share the responsibilities of one full-time instructor, the Board may appoint both to a job-sharing assignment upon the recommendation of the Office of Instruction. These two persons will each be expected to hold office hours of a full-time instructor and shall be compensated each at the rate of one half (1/2) the compensation of a full-time instructor. Each job sharing participant's salary will be determined on the basis of their position on the Initial Placement Schedule. Each job sharing participant shall have the opportunity and right to receive full insurance benefits and other benefits provided any full-time faculty member upon payment of one half (1/2) the cost to the college of said benefits. Such payments are to be withheld from job sharing participants through payroll deduction. Any faculty member involved in job sharing shall accrue one half (1/2) year seniority and tenure and their tenure shall not be forfeited. It shall be the responsibility of the faculty members wishing to participate in job sharing to find a qualified person acceptable to the college with whom the job can be shared. If such qualified person is not employed at the College, established College hiring policies and practices will be adhered to in considering that person for job-sharing appointment.

Section 10.7. Temporary Contracts. Any teacher hired on a temporary contract shall be required to teach a full load in order to receive full salary and benefits. Except where an emergency exists (not to exceed one semester in length), any instructor employed on a temporary contract and not teaching a full load shall receive compensation based on part-time instructor salary schedule. Summer session contracts for full-time facuclty are not considered temporary contracts.

Section 10.8. Adult Courses and Telecourses. Any faculty member who is required to teach a credit course through community services or a credit telecourse to fulfill class load requirements shall be compensated in the same manner as a full-time faculty member teaching a regular credit course.

Section 10.9. Assignment Priorities. In order to develop a more stable and competent staff, the Board agrees to employ full-time faculty members wherever possible based upon budget requirements. The administration shall wherever possible give full time faculty members preference regarding courses and times to teach.

ARTICLE XI

SENIORITY AND REDUCTION IN FORCE

Section 11.1. Definition of Seniority. Seniority is defined as the length of a faculty member's continuous full-time service within the College. Such service shall be computed from the first day of employment which duties are performed. If two or more faculty members begin full-time employment on the same day, then such service shall be computed from the date on the initial contract of employment.

If seniority as between two (2) or more faculty members shall be the same, the faculty member with the most classes taught during part-time service over the three years prior to being hired full-time shall be deemed senior, and if still the same, such identical seniority shall be resolved by lot.

Leaves of absence of more than one semesters duration, if unpaid, shall not be included in the computation of seniority, but no leave of absence shall be deemed to interrupt continuous full-time employment provided that paid "Sponsored Professional Development Leaves" shall be included in the computation of seniority.

No later than December 1, the Board shall post a seniority list upon which the Board shall rely in making all decisions wherein seniority is a factor. A copy of such list shall also be furnished to the Association President or designee.

Section 11.2. Seniority Upon Return to Bargaining Unit. If a faculty member is appointed by the Board to a position outside the bargaining unit and is subsequently returned to a bargaining unit by the Board, the faculty member shall be credited with the seniority that was previously accumulated as a faculty member plus one half (1/2) the time employed by the college outside the bargaining unit. (See Appendix E on the methods of salary compensation for individuals returning to the bargaining unit.)

Section 11.3. Reduction In Force. If the Board, at its sole discretion, determines that it is necessary to institute a reduction in force of tenured faculty members, the following procedure will be follows:

1. The affected faculty member shall receive written notice as soon as possible, but not later than March 15.
2. The written notice shall include a statement of honorable dismissal and the reason therefor.
3. Part-time faculty members shall be laid off before full-time faculty members where it is determined that the skill and ability of the affected full-time member is equal, thereby providing the affected faculty member with a normal load.

   Further, if it is determined that the skill and ability of the affected full-time faculty member is not essentially equal to that of the part-time faculty member, the affected instructor may take an appropriate Sponsored Professional Development Leave to specifically update his/her qualifications in conformity with current College degree requirements for that program area. This leave shall be taken during the first semester or through the entire year in which the reduction in force would occur, and shall be limited to one such readjustment leave per faculty member at the College.
4. Probationary faculty members shall be laid off before tenured faculty members, provided that the tenured faculty members are determined to be equal in skill and ability.

5. In the event of the layoff of faculty members having tenure status, seniority shall govern where it is determined that the skill and inability of the affected faculty members are equal.

6. To be fair, the Board's determination of the skill and ability of faculty members to perform the remaining work available shall not be done in an arbitrary or capricious manner. Such determination of skill and ability shall be done with the full consultation of the President and the Office of Instruction.

7. If the Board increases the number of faculty members employed, reinstates a position that has been discontinued, or decides to fill a full-time vacancy that subsequently occurs, the Board shall first offer reemployment to faculty members laid off in the reverse order of layoff, provided they are determined to be qualified to hold such position. A faculty member shall have the right to reemployment pursuant to the provisions of this Article for a period not to exceed 24 months from the date of the faculty member's layoff.

8. Notice of recall shall be sent to the faculty member by certified mail (return receipt requested) to the last address submitted to the College by the faculty member. Failure of the faculty member to affirmatively respond to

such notice within fourteen (14) calendar days of its receipt or within twenty (20) calendar days of its mailing, whichever is less, shall result in termination of the faculty member's right to recall hereunder.

However, in the event a vacancy occurs within thirty (30) calendar days of the first working days of the College calendar, notice of recall shall be sent to the faculty member by certified mail (return receipt requested) to the last address submitted to the College by the faculty member. The notice shall include a telephone number of an appropriate administrator in order to facilitate an immediate response. Failure of the faculty member to affirmatively respond to such notice within five (5) calendar days of its receipt or eight (8) calendar days of mailing, whichever is less, shall result in termination of the faculty member's right to recall hereunder.

The Association President or his designee shall be notified of such recall when the notice of recall is mailed to the faculty member.

Section 11.4. Termination of Seniority. Seniority shall terminate if a faculty member:

quits or resigns,

is terminated; or

retires or is retired.

Failure of the faculty member to affirmatively respond to a notice of recall within fourteen (14) calendar days of its receipt or within twenty (20) calendar days of its mailing, whichever is less, shall result in termination of the faculty member's seniority. Said notice shall be sent to the faculty member by certified mail (return receipt requested) to the last address submitted to the College by the faculty member. It shall be the responsibility of any faculty member on layoff to advise the Director of Personnel in writing of his/her latest address.

Failure to return from an approved leave of absence at its expiration, or a mutally agreed extension, shall result in termination of the faculty member's seniority.

Section 11.5. Administrative Suspensions. For sufficient cause (see 10.2.C.), the College president may administratively suspend a faculty member for a period of up to 24 days. The suspension may be effected by a written statement to the faculty member setting forth the reasons for suspension and the term of the suspension. An administration suspension will be with full pay and benefits. Additionally, the Employer shall have the right to reprimand, suspend without pay, and discharge for fair and just cause.

Section 11.6. Temporary Full-Time Contract. Those faculty members on temporary full-time contracts shall receive seniority and tenure as long as the service has been continuous.

ARTICLE XII

SALARY AND FRINGE BENEFITS

The compensation (salary and fringe benefits) to be paid to faculty members shall be as set forth in the following Sections.

Section 12.1. Compensation. The 1985-86 adademic year, each full-time faculty member's salary shall be increased by $1810.00 less $240, which is for insurance as outlined in 12.2 - 12.4 below.

The 1986-87 academic year, each full-time faculty member's salary shall be increased by $2320.00 less $240, which is for insurance as outlined in 12.2 - 12.4 below.

The 1987-88 academic year, negotiations will be conducted with regard to Section 12 and any two language items that either party may wish to be brought to the table.

Section 12.2. Life Insurance. Life insurance coverage for each faculty member is $50,000.00.

Section 12.3. Health Insurance. The Board will provide a comprehensive program of health/major medical insurance for the period 1985-87 which shall not be less than the benefits enjoyed by faculty members in the 1984-85 insurance program. Such benefits shall be for a full twenty-four (24) months and shall be likewise continued through any period of collective bargaining until a successor contract has been accepted by the parties.

Section 12.4. Dental Insurance. The Board shall provide to each eligible faculty member a program of dental insurance which shall be for the duration referred to in XII, 12.3 above and for which the Board shall pay monthly not less than $9.85 per faculty member per month. In addition, the policy shall include an option for family coverage. Faculty members electing family coverage are responsible for the additional premiums for that coverage.

Section 12.5. Advanced Placement Adjustment. Each time a full-time member obtains fifteen (15) additional hours of preapproved coursework, an award of $600 will be added to his/her permanent salary. Each full-time faculty member who obtains forty (40) clock hours of non-credit but industry approved and offered training that directly related to his/her teaching area of discipline shall be compensated at the same rate as a faculty member who obtains three (3) credit hours of course work. Twenty-five (25) continuing education units would be equal to forty (40) clock hours of industrial or three (3) credit hours of course work. This section will be effective immediately upon ratification of the contract and shall not be retroactive.

Section 12.6. Initial Salary Placement. The Initial Salary Placement Schedules shall be in effect for 1985-86 and 1986-87 as noted. One-time retroactive salary adjustments back to 1978-79 for the faculty members affected by the years of experience changes in the Initial Salary Placement Schedule will be made effective July 1, 1985, based on adjusted 1984-85 rates.

Section 12.7. Tuition Reimbursement.

A. Tuition Reimbursement for Professional Study. Tuition, fees and book costs will be provided for full-time faculty at 100% to a limit of $900.00 per fiscal year for additional academic work done in professional areas with prior approval of the Office of Instruction.

B. Tuition reimbursement for McHenry County College Courses. Any full-time faculty member may register for a credit course at McHenry County College. The faculty member shall not be required to pay tuition for such credit course. Eligible dependents of faculty members shall be required to pay tuition upon registration but shall have such tuition and fees reimbursed promptly upon successful completion of the course.

Section 12.8. Early Retirement Program. Professional staff members who participate in the State University Retirement System may apply to the Board for approval to be supported by the college under the provisions of the Early Retirement section of the

Illinois Pension Code. Application for early retirement approval must be made to the Board by the end of the first term of the academic year preceding the beginning of the year of retirement.

ARTICLE XIII

EXTENDED LEAVE FOR FACULTY

Section 13.1. Sponsored Professional Development Leave. The following guidelines have been adopted for extended leave of faculty:

A faculty member may submit a request to the Office of the Dean of Instruction for a sponsored leave under the following conditions:

1. The purpose of the leave shall be for graduate study, research, or other professional development activity.
2. The duration of the sponsored leave shall not exceed one academic year.
3. A faculty member may be granted sponsored leave for graduate studies and research after four years of appointment at the college. If an instructor should decide to take his/her sponsored leave after four (4) years of appointment at the college, the compensation for graduate studies and research will be equal to two-thirds of the instructor's full salary for a one semester leave or one-third full salary for a two semester leave. If an

instructor should decide to take his/her sponsored leave after six (6) years of appointment at the college the compensation will be equal to the instructors full salary for one semester leave or one half full salary for a two semester leave.

4. An instructor who teaches in an occupational area of the college's offering can request a sponsored leave for the purpose of accepting employment in an area of industry or business directly related to his/her area of teaching responsibilities. Such a request can be made after the instructor had completed five (5) years of appointment at the college. If a sponsored leave is granted for the purpose of allowing the instuctor to accept related employment and such employment pays less than the instructor would be compensated on a full salary at the college for that two semester period, the college will compensate the instructor for the difference to a maximum of $3,000.00.

5. Application for sponsored leave must be made by the end of the first term of the academic year preceding the leave year.

6. Application for sponsored leave must be responded to no later than March 15 of the academic year preceding the

leave year. The Office of the Dean of Instruction is responsible for giving notification in writing to the applicant.

If the request is accepted, the notification will include terms of acceptance including salary arrangements and advance placement credits upon completion of the leave. If the request is rejected, the notification will include reasons for such rejection.

7. Any full-time faculty member is eligible to apply for a sponsored leave.
8. Only one faculty member of each division is eligible for being on sponsored leave in any given semester. For purposes of leave determination, the Counseling office and the LRC are considered divisions.
9. The criteria for granting approval for sponsored leave shall include:

a. Tenure. Persons with more tenure as faculty members will be given priority for sponsored leave unless that person has already been granted a prior sponsored leave at which time tenure for sponsored leave purposes is counted from the date of completion of previous sponsored leave. Eligibility for sponsored leave for persons already given sponsored leave is same as 3 above except that eligibility is counted from the date of completion of the prior sponsored leave.

b. Purpose of leave. Priority will be given to persons requesting leave for purposes directly related to their position or responsibilities at the college. Second consideration will be given to those requesting leave for reasons directly related to their academic or vocational field but not necessarily related directly to their immediate responsibilities or position (i.e., degree sought in college administration taken by a faculty member.) Third consideration will be given to persons requesting professional leave for other purposes.

10. Sponsored leaves of absences are to be approved by the Board upon recommendation by a committee consisting of: the Dean of Instruction or his/her representative, the Division Chairpersons, and three faculty members appointed by the Faculty Association Chairperson.

11. A faculty member who completes a sponsored leave must agree to return to the college for one year for each half-year of sponsored leave, or repay the grant. The foregoing shall be guaranteed by the execution of a promissory note in acceptable legal form.

12. A faculty member who completes a sponsored leave must agree to submit a written report to the Office of the Dean of Instruction outlining his/her accomplishments during the sponsored year and how those accomplishments will affect the member's contribution to the college. The report will be submitted no later than the end of the first semester after returning to the college.

13. Sponsored leaves accumulate as professional credit and make the recipient eligible for corresponding salary review.

14. When a faculty member is on a sponsored leave, the faculty member will continue to receive the same fringe benefits that are approved by the Board for faculty members generally.

Section 13.2 - Leave of Absence.

1. Upon written application of a faculty member to the Office of Instruction, the Board may grant leave of absence without pay upon such terms and conditions as it may set to a faculty member who has been employed on a full-time basis for two years for up to one academic year for the following purposes:
   (a) graduate study;
   (b) research;
   (c) other professional development activity;

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(d) parental leave; or

(e) other purposes as agreed upon between the faculty member and the office of Dean of Instruction.

2. Written application for a leave of absence shall be made by the end of the first term of the academic year preceding the leave year. In case of parental leave of absence, application for leave of absence must be made two months prior to the beginning of the semester during which the leave is to occur. In the case of emergency leave of absence, application for leave of absence must be made two weeks prior to the beginning of the date the leave is to commence. Emergency leave of absence would commence only after the member's personal days are used up.

Such leaves shall not be arbitrarily or capriciously denied.

3. The Board may grant a parental leave or other leave deemed appropriate and beneficial to the College by the Office of Instruction to faculty members with less than two years full-time service with the College under unusual circumstances.

Such leave shall not be considered in computing employment necessary to attain tenure.

4. A faculty member on an unpaid leave of absence of more than (1) semester's duration shall, as a condition of such leave, agree to notify the President or designee of his/her intention to return to service at the College, in writing, prior to March 1, preceding the term in which the faculty member would return.

5. The granting or withholding of leave to any faculty member shall not constitute a precedent with respect to any other faculty member but each request shall be judged on its own merits.

6. By accepting an unpaid leave of absence the faculty member agrees to make no claim for unemployment compensation during the term of such leave and recess or vacation period immediately preceding or following such leave.

Section 13.3. Association Leave. The Association President and/or the officially designated Association delegate shall be granted a total of up to five (5) days nonaccumulative leave in the aggregate per academic year to attend special meetings and/or conventions of the regional, state, or national affiliate of the Association. Requests for such leave must be submitted in writing as soon as possible to the Office of Instruction which will authorize same in the absence of compelling circumstances requiring the faculty member's presence. An individual who is granted such leave shall have the responsibility to make arrangements for the teaching of his/her classes while on such leave and such arrangements shall be subject to the approval of the Office of Instruction. The Parties agree that no more than two of the five days cited hereinabove may be taken consecutively. In granting or denying Association leaves pursuant to this Section, the chief consideration of the Office of Instruction shall be the maintenance of the high quality of instruction at the College.

Section 13.4. Parental Leave. A faculty member who has been employed with the college on a full-time basis for at least two (2) years shall be eligible for parental leave without pay or other benefits subject to the following conditions: (As used herein, "faculty member" means a tenured faculty member, except in Section 8, which is applicable only to non-tenured teachers, and in Sections 7, 8, 9, and 11, which are applicable to all teachers.)

1. Application for a parental leave shall be made in writing to the President or designee at least two (2) months prior to the beginning of the semester during which the leave is to occur.
2. After consultation with the President or designee, the faculty member and physician shall prepare a plan for the commencement and termination of such leave, taking into consideration maintenance of continuity of instruction

and medical factors to the maximum possible degree, and the pertinent time factors related thereto. The leave shall not exceed the balance of the academic semester in which it commences and one (1) additional academic semester. Every effort shall be made to have such leave terminate immediately prior to the start of a new academic year. Such leave shall commence upon the date agreed upon by the President or designee and the faculty member. Emergency parental leave may be granted by the President or designee even though the faculty member has not adhered to all provisions of this section.

3. Sick leave shall not be applicable during the period of parental leave. Any accumulated sick leave available at the commencement of the leave shall be available to the faculty member upon return to employment at the College.
4. With the consent of the carrier, the faculty member may maintain insurance benefits by making timely payments of all premiums which may be due to the College's Business Office or elsewhere pursuant to its direction.
5. A faculty member who is granted a parental leave of more than one (1) semester's duration shall, as a condition of such leave, advise the President or designee in writing no later than 60 days preceding the start of the term in which he/she intends to return to employment.

6. Any faculty member desiring adoption leave as a result of becoming an adoptive parent shall notify the President or designee, in writing, upon the initiation of such adoption proceedings. Leave shall be granted upon satisfactory written notification to the President or designee informed on the status of the proceedings, and, as soon as known, the expected date of the delivery of the child. This section shall not be applicable of the adopted child if ten (10) or more years of age at the time the child is received.

7. A parental leave may be granted by the Board to a faculty member with less than two (2) years full-time service with the College under unusual circumstances, subject to all the conditions applicable to tenured faculty members with more than two (2) years full-time service with the College, and provided the term of such leave shall not be considered in computing full-time employment under Section 103 B-2 of the Public Community College Act for purposes of the continuous employment necessary to attain contractual continued service status. Upon return from such leave, the faculty member shall be considered to have commenced his/her first probationary year. Nothing herein shall be construed as requiring any non-tenured faculty member to apply for such leave.

8. Anything in this policy to the contrary notwithstanding, a faculty member who has been granted a parental leave of absence shall not become eligible for a subsequent parental leave unless and until such faculty member has returned to full-time service for at least two (2) complete academic years, provided under exceptional circumstances the Board may grant such a leave.

9. Nothing in this policy shall be construed as requiring any faculty member to apply for a parental leave. A faculty member not eligible for or not desiring parental leave may utilize accumulated sick leave during any period of disability related to her pregnancy and/or to the delivery of the child. If such faculty member shall have exhausted accumulated sick leave, she shall be granted a leave of absence without pay or other benefits during such period of disability. Such faculty member shall return to employment immediately following the termination of actual disability.

10. A male faculty member who has entered upon contractual continued service shall be entitled to a parental leave of absence. Such leave shall be unpaid and shall be subject to all of the applicable notice and other requirements as set forth in this policy. Eligibility for such

leave shall arise upon the anticipated birth of a child which the faculty member has fathered or upon his planned adoption.

11. A faculty member granted a leave of absence hereunder shall agree as a condition precedent to waive any claim to unemployment compensation during the term of such leave and recess or vacation period immediately preceding or following such leave.

12. In the event of the death of the fetus or infant, the faculty member may cancel the parental leave and return to work. The contract for the person who is substituting for the faculty member shall provide for such cancellation.

ARTICLE XIV

ALLOWANCE FOR EMPLOYEE ABSENCE

Section 14.1. Illness. Full time faculty members (including nine-month instructional appointment) shall be allowed, in each year, ten working days at full pay for the following reasons:

Personal illness, quarantine at home, or serious illness in the immediate family or household.

Section 14.2. Personal Leave. Two working days without loss of pay may be used by the faculty member for personal reasons, including observance of recognized religious holidays of faculty member's faith. Absences for personal reasons and for religious reasons shall be with full compensation upon notification by the faculty member to the faculty member's immediate supervisor. Requests for personal leave shall not be denied. Absence related participation in any employment relations dispute shall not qualify hereunder. Personal leave shall not be requested for less than 1/2 day. All unused personal days accumulated will be transferred to the sick leave account of faculty member. Such transfer shall not reduce the number of days accumulated sick leave granted. The amount of sick days possible to accumulate is 180.

Section 14.3. Accumulation of Leave.

A. In addition to the annual leave of ten days, permissible under 14.1 and 14.2, any unused portion from the previous year may be accumulated to the maximums listed as follows:

	For reasons set forth in 14.1	For reasons set forth in 14.2 and/or 14.1
After 1st year of service	10	2
" 2nd " " "	20	2
" 3rd " " "	30	2
" 4th " " "	40	2
" 5th " " "	50	2
" 6th " " "	60	2
" 7th " " "	70	2
" 8th " " "	80	2
" 9th " " "	90	2

"	10th	"	"	"	100	2
"	11th	"	"	"	110	2
"	12th	"	"	"	120	2
"	13th	"	"	"	130	2
"	14th	"	"	"	140	2
"	15th	"	"	"	150	2
"	16th	"	"	"	160	2
"	17th	"	"	"	170	2
"	18th	"	"	"	180	2

However, not more than two days at any one time may be used for reasons cited in 14.2.

B. The Office of Business Services shall maintain an account of days of allowance for absence for each employee, based upon information reported by the Office of Instruction. The new annual allowance of ten days shall be posted on each employee's account on September 1 of the year in which the allowance shall apply.

C. Instructors on full-time special assignment in a summer session may utilize the allowance for absence on the same basis as during the nine-month appointment period, although an additional allowance is not made for the summer term.

D. The allowance for absence shall pertain to all employees who are eligible to participate in the State Universities Retirement System. Days shall be accumulated on a pro rata basis for those employed on less than a full-time assignment.

E. After an absence of three days for personal illness, or as it may deem necessary in other cases, the College may require a physician's certificate as a basis for compensation during leave.

Section 14.4. Sick Leave Pool. The sick leave pool will be administered by the faculty association in accordance with the adopted bylaws and regulations of the sick leave pool as established by the faculty association. The Board will continue to provide reasonable cooperation as may be necessary to allow the pool to function effectively.

Section 14.5. Jury Duty. Faculty members who serve on jury duty in a Court of Record of the State of Illinois, or a U.S. District Court, shall be compensated in the amount of the difference between per-diem college salary or wages and per-diem jury duty pay.

Section 14.6 Funeral Leave. In the event of the death of a member of the faculty member's immediate family, the faculty member shall be entitled to a leave of absence for up to a maximum of three (3) days for the purpose of attending the funeral. For any such days on which the faculty member would have been scheduled to work but for the leave the faculty member will suffer no loss of salary if the faculty member attends the funeral. The term "immediate family" shall mean the faculty member's spouse, child, parent, parent-in-law, brother, sister, grandparent, grandchild, or a legal guardian who has raised the faculty member. Any deviation from the above list shall be subject to the approval of the President of the College and shall be without precedential effect.

ARTICLE XV

FUTURE PLANNING AUTHORITY ON BUILDING ALTERATIONS

The Faculty Association shall have a permanent voting membership on any future committees charged with considering alteration of the existing physical facilities or the construction of new facilities. The number of members that represent the Faculty Association shall equal 1/3 of the total number of the committee.

ARTICLE XVI

ENTIRE AGREEMENT

A. This agreement, upon ratification, supercedes all prior agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for this term.

B. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, both the Board and the Association acknowledge that for the duration of this agreement, neither party is obligated to bargain collectively on any subject or matter, whether referred to or covered in this Agreement or not, even though such topics or matters may not have been considered by either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XVII

SAVINGS

If any provision of this Agreement is or shall at any time be contrary to or unauthorized by law, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law; provided that in such event all other provisions of this Agreement shall continue in effect.

ARTICLE XVIII

AMNESTY PROVISION

A. The Board of Trustees and the Administration of McHenry County College hereby agree that they will not initiate, authorize, commence, or participate in any reprisals or recriminations against any employees of the College as a result of such employees' participation in or support of the collective bargaining process and/or job action, or in any event or activity resulting from their participation in or support of the collective bargaining process and/or job action.

B. The Board of Trustees and the Administration of McHenry County College further agree that they will not discriminate in regard to hiring, discipline, discharge, promotion, demotion, or assignment; nor in regard to salary, hours, seniority, or working conditions of any employee having participated in or supported said collective bargaining and/or job action.

ARTICLE XIX

TERM OF AGREEMENT

This Agreement shall be effective as of the ______ day of ______, 198_, and shall remain in full force and effect until ____ ___, 198_. It shall automatically be renewed from year to year unless either party shall notify the other in writing at least ninety (90) days prior to ____ __, 198_.

ARTICLE XX

1. It is recognized that the Association's duties as the sole and exclusive bargaining agent entail expenses for collective bargaining and Contract administration which appropriately are shared by all teachers who are beneficiaries of said Agreement. To this end, if a teacher does not join the Association, such teacher will:

    (a.) Execute an authorization for the deduction of a sum equivalent to the proportionate share of the cost of the services rendered by the Association in the same manner as provided in Section 5.3 of Article V;

(b.) Pay directly to the Association a like sum.

2. In the event such an authorization is not signed or such payment is not made within thirty (30) days following the commencement of employment of the teacher or the effective date of this agreement, whichever is later, the Board shall deduct such amount in equal payments from the regular salary check of the teacher in the same manner as provided in Section 5.3 of Article V.

3. The Association, the Illinois Education Association and the National Education Association agree to defend, indemnify, and save the Board harmless against any claims, demand, suit, or other form of liability which may arise by reason of any action taken by the Board in complying with the provisions of this Section, provided that this Section shall not apply to any claim, demand, suit or other form of liability which may arise as a result of the Board's failure to comply with the obligations imposed upon it by this Section.

4. The Association shall annually certify to the Board the amount constituting each non-member employee's share, which amount shall include only such expenses expended for collective bargaining and contract administration. Such certification shall be made in writing by the Association president

and submitted to the business office on September 1 of each year. In the event a teacher objects to the amount of such fee, the Association shall place the objecting teacher's fees in a blind escrow or blind trust pending final determination on the appropriateness of the fee imposed. Such determination shall be made only after a full hearing before the Illinois Educational Labor Relations Board or any impartial fact-finder appointed by the IELRB. If the teacher is entitled to a refund, the teacher shall receive such refund plus any interest earned on the refund during pendency of the action.

5. If a non-member teacher declares the right of non-association based upon a bona fide religious tenet or teaching or a church or religious body of which such teacher is a member, such teacher shall be required to pay an amount equal to the teacher's proportionate share to a non-religious charitable organization mutually agreed upon by the teacher and the Association. If the teacher and the Association are unable to reach agreement on the matter, a charitable organization shall be selected from a list established and approved by the Illinois Educational Labor Relations Board in accordance with its rules.

ARTICLE XXI

NO STRIKE CLAUSE

During the term of this Agreement, no faculty member covered by this Agreement, nor the Association, nor any person acting on behalf of the Association, shall ever or at any time engage in, authorize, or instigate any strike, slow-down, or other refusal to render full and complete services to the Board.

In the event of any violation or violations of any provision of this Article by the Association, its members or representatives, or by any faculty member, the Association shall, upon notice from the Board, immediately direct such faculty members, both orally and in writing, to resume normal operations immediately and make every other reasonable effort to end any violation(s).

For the Board of Trustees of McHenry County College District No. 528	For the McHenry County College Faculty Association
David T. Murphy	Stanley

APPENDIX A

MCHENRY COUNTY COLLEGE FACULTY ASSOCIATION
DUES DEDUCTION AUTHORIZATION FORM

NAME_______________________________________(Please sign in writing)

I am a member on:

______a. a continuing basis

______b. an annual basis

I wish to pay my dues by:

_____ a. payroll deduction

_____ b. cash at one time

______I was not a member last year but I wish to join now.

______I am a new full-time faculty member and I accept the complimentary membership.

This dues deduction authorization form shall remain in effect from year to year on a continuing basis unless specifically revoked in writing to the Treasurer of the Faculty Association by the signer above. Such revocation to be made during the time period from June 1st through and including July 15th of each year.

APPENDIX B3

INITIAL PLACEMENT SCHEDULE

YEARS EXPERIENCE

Less Than B.S.	B.S.	Less than M.S.-M.A.	M.S. M.A.	M.S. M.A. +15	M.S. M.A. +30	M.S. M.A. +45	M.S. M.A. +60	$
4	2	1						18,145
5	3	2	1					18,700
6	4	3	2	1				19,250
7	5	4	3	2	1			19,805
8	6	5	4	3	2	1		20,355
9	7	6	5	4	3	2	1	20,910
10	8	7	6	5	4	3	2	21,460
11	9	8	7	6	5	4	3	22,015
12	10	9	8	7	6	5	4	22,565
13	11	10	9	8	7	6	5	23,120
14	12	11	10	9	8	7	6	23,670
15	13	12	11	10	9	8	7	24,225
16	14	13	12	11	10	9	8	24,775
	15	14	13	12	11	10	9	25,330
	16	15	14	13	12	11	10	25,880
		16	15	14	13	12	11	26,435
			16	15	14	13	12	26,985
				16	15	14	13	27,540
					16	15	14	28,090
						16	15	28,645
							16	29,195

APPENDIX B2

INITIAL PLACEMENT SCHEDULE

YEARS EXPERIENCE

Less Than B.S.	B.S.	Less than M.S.-M.A.	M.S. M.A.	M.S. M.A. +15	M.S. M.A. +30	M.S. M.A. +45	M.S. M.A. +60	$
4	2	1						16,285
5	3	2	1					16,840
6	4	3	2	1				17,390
7	5	4	3	2	1			17,945
8	6	5	4	3	2	1		18,495
9	7	6	5	4	3	2	1	19,050
10	8	7	6	5	4	3	2	19,600
11	9	8	7	6	5	4	3	20,155
12	10	9	8	7	6	5	4	20,705
13	11	10	9	8	7	6	5	21,260
14	12	11	10	9	8	7	6	21,810
15	13	12	11	10	9	8	7	22,365
16	14	13	12	11	10	9	8	22,915
	15	14	13	12	11	10	9	23,470
	16	15	14	13	12	11	10	24,020
		16	15	14	13	12	11	24,575
			16	15	14	13	12	25,125
				16	15	14	13	25,680
					16	15	14	26,230
						16	15	26,785
							16	27,335

APPENDIX B1

INITIAL PLACEMENT SCHEDULE
1984-85
(Retroactive Adjustments)

YEARS EXPERIENCE

Less Than B.S.	B.S.	Less than M.S.-M.A.	M.S. M.A.	M.S. M.A. +15	M.S. M.A. +30	M.S. M.A. +45	M.S. M.A. +60	Salary
4	2	1						$14,720
5	3	2	1					15,273
6	4	3	2	1				15,825
7	5	4	3	2	1			16,487
8	6	5	4	3	2	1		17,040
9	7	6	5	4	3	2	1	17,592
10	8	7	6	5	4	3	2	18,144
11	9	8	7	6	5	4	3	18,696
12	10	9	8	7	6	5	4	19,249
13	11	10	9	8	7	6	5	19,801
14	12	11	10	9	8	7	6	20,464
15	13	12	11	10	9	8	7	21,016
16	14	13	12	11	10	9	8	21,568
	15	14	13	12	11	10	9	22,120
	16	15	14	13	12	11	10	22,672
		16	15	14	13	12	11	23,224
			16	15	14	13	12	23,776
				16	15	14	13	24,328
					16	15	14	24,880
						16	15	25,432
							16	25,984

A total of six one-time retroactive salary adjustments are recommended as part of the expansion of the Initial Placement Schedule. Based on the 1984-85 Schedule, the total cost of these adjustments, which are reflected above, is $7,728.

CLASS SIZE APPEALS BOARD

1. The Class Size Appeals Board will deal exclusively with cases involving the increasing of already established class maximums. These maximums shall be those in effect for the 1976 fall semester.

2. The Appeals Board will consist of five (5) members.

   a. Three (3) members will be selected by the Faculty Association, and shall serve for the duration of the academic year.

   b. The McHenry County College Administration will appoint two (2) members to the Appeals Board; one of those members will be from the counseling offices.

   c. The Administration will have the right to approve or veto the selections made by the Faculty Association. Likewise, the Faculty Association will have the right to approve or veto the selections made by the Administration.

3. In the event of an instructor having his/her class maximum raised, the instructor may first appeal the action, in written form, to the Office of Instruction.

   a. A meeting between the involved faculty member and the Office of Instruction will be arranged within seven (7) days of receiving the written appeal.

   b. If the matter is not resolved to the satisfaction of both parties through the meeting, the involved faculty member may then appeal his/her case to the Class Size Appeals Board.

   c. A hearing will be conducted by the Appeals Board during which both the involved faculty member and representatives of the Office of Instruction will be allowed to present their arguments.

   d. The Class Size Appeals Board will subsequently rule on the appeal of the faculty member and the decision of the Board will be final and binding for that particular appeal.

MEMORANDUM OF AGREEMENT

This Agreement entered into this 28th day of May, 1981 by and between:

BOARD OF TRUSTEES, MCHENRY COUNTY COLLEGE,
COMMUNITY COLLEGE DISTRICT NO. 528

Hereinafter referred to as .... Board

and

MCHENRY COUNTY COLLEGE FACULTY ASSOCIATION,

Hereinafter referred to as .... Faculty Association

WHEREAS, the parties are desirous of establishing a procedure to be applied in order to determine the nine month base salary for a full time faculty member who is returning to a faculty position with the McHenry County College after having left that position to become an administrator of McHenry County College;

WHEREAS, the present agreement between the parties (commonly known as the "McHenry County College Professional Negotiation Agreement"), effective August 21, 1980 until June 30, 1982 does not provide a procedure to determine the nine month base salary for a full time faculty member who is returning to a faculty position with the McHenry County College after having left that position to become an administrator of McHenry County College;

WHEREAS, in accordance with Article IV, Section 4.1 and Section 4.3.A. the parties voluntarily and by mutual consent are desirous of amending the McHenry County College Professional Negotiation Agreement.

THEREFORE, the parties hereby agree that the procedure to be applied in determining the nine month base salary of a full time faculty member who is returning to a faculty position with the McHenry County College after having left that position to become an administrator of McHenry County College shall be as follows:

1. The individual's nine month salary for the last year (the "base year") that the individual was a full time faculty member at McHenry County College shall be used as a base figure.

2. There shall be added to the base figure the "maintenance adjustment" received by the full time faculty for each intervening year between the "base year" and the last year for which a "maintenance adjustment" was received.

3. There shall be added to the sum of the "base figure" (No. 1 above) and the amount of the "maintenance adjustment" (No. 2 above) an amount representing the average merit adjustment received by all faculty for each intervening year between the "base year" and the last year for which a "maintenance adjustment" was received.

THEREFORE, the parties hereby agree that the procedure applied in determining the 1980/1981 nine month base salary for Peter J. Stuckey is in accordance with the above established procedure and the 1980/1981 nine month base salary of Mr. Stuckey is hereby approved.

THEREFORE, in accordance with Article IV, Section 4.3.8. the procedure established in this Memorandum of Agreement shall be a part of the Board's policies during the duration of the McHenry County College Professional Negotiation Agreement.

AGREEMENT

between

BOARD OF TRUSTEES, MCHENRY COUNTY COLLEGE,
COMMUNITY COLLEGE DISTRICT NO. 528

and

MCHENRY COUNTY COLLEGE FACULTY ASSOCIATION

1987-1988
1988-1989
1989-1990

ILLINOIS
EDUCATION ASSOCIATION
OCT 19 1987
Membership Services

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AGREEMENT

This AGREEMENT is entered into this 24th day of September, 1987, by and between the BOARD OF TRUSTEES OF MCHENRY COUNTY COLLEGE, DISTRICT No. 528 (hereinafter referred to as the "Board") and the MCHENRY COUNTY COLLEGE FACULTY ASSOCIATION, an affiliate of the NEA/IEA (hereinafter referred to as the "Association"), and only applies to said parties.

Preamble

WHEREAS, the parties agree to continue to work together harmoniously and to promote and maintain relations between the Board and the Association which will serve the best interests of all concerned, and

WHEREAS, the Board and the Association do hereby agree that the welfare of the students is paramount in the operation of the system and will be promoted by both parties, and

WHEREAS, the Board and the Association have voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting relations between the Board and the full-time faculty insofar as such practices and procedures are appropriate to the obligations of the Board to retain the right effectively to operate McHenry County College and are consonant with the paramount interests of the public and the students of McHenry County College, and

WHEREAS, it is the intention of the parties to this Agreement to provide, where not otherwise mandated by law, for the salaries, fringe benefits, and conditions of employment of the full-time faculty members covered by this Agreement, to prevent interruptions of work and interference with the efficient operation of McHenry County College, and to provide an orderly and prompt method of handling and processing grievances;

NOW, THEREFORE, the parties agree with each other as follows:

ARTICLE I
DEFINITIONS

This Agreement shall incorporate the definitions enumerated below:

A. Board -- The terms "Board" or "Board of Trustees" shall mean the Board of Trustees of Public Community College District No. 528 operating as McHenry County College, as established and pursuant to Illinois Revised Statutes, Chapter 122, and its authorized representatives.

B. College -- The term "College" shall mean McHenry County College and its authorized representatives.

C. Full-Time Faculty -- The terms "faculty", "faculty member", or "full-time faculty member" shall mean those employees specifically included in the bargaining unit as set forth in Section 2.1 of this Agreement.

ARTICLE II
RECOGNITION AND REPRESENTATION

Section 2.1. Recognition. The Board of Trustees of McHenry County College, Illinois Community College District 528, or its agents, hereby recognizes the McHenry County College Faculty Association, an affiliate of the Illinois Education Association and the National Education Association, hereinafter referred to as the Association, as the exclusive and sole collective bargaining representative for all full-time faculty except supervisors, managerial employees, short-term employees as such excluded employees are defined in Section 2 of the Illinois Educational Labor Relations Act of 1983. Employees holding any position whatsoever within the bargaining unit (The Association) shall not be required by the Employer to perform any of the final management functions whatsoever at all as defined hereinabove.

Section 2.2. Meeting With Other Faculty Organizations. The Board agrees not to negotiate with any full-time faculty employee organization other than the Association for the duration of this Agreement; further, the Board agrees not to negotiate with any full-time faculty member individually during the duration of the Agreement on items covered by this Agreement.

Section 2.3. Duty of Fair Representation. The Association agrees to fulfill its duty to fairly represent all employees in the bargaining unit regardless of Association membership. The Association further agrees to indemnify and hold harmless the Board from any and all liability, including monetary damages, resulting from any failure on the part of the Association to fulfill its duty of fair representation.

ARTICLE III
BOARD RIGHTS

Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and authority under the Illinois Public Community College Act or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE IV
STATUS AND EFFECT OF AGREEMENT

Section 4.1. Ratification and Amendment. This Agreement shall become effective when ratified by the Board and Association and signed by authorized representatives thereof.

Section 4.2. Contract Controlling. No agreement, understanding, consideration or interpretation which alters, waives or modifies any of the terms or conditions contained herein shall be made with any Faculty member by the Board of any of its agents or representatives, unless it has been made, ratified and agreed to in writing by the Board and the Association. Any such agreement shall not constitute a precedent in the future enforcement of any of the terms contained herein.

ARTICLE V
RESPONSIBILITIES AND RIGHTS

Section 5.1. No Discrimination.

A. In accordance with applicable federal and state law, neither the Board nor the Association shall discriminate on the basis of a faculty member's race, creed, color, sex, sexual orientation, national origin, religion, age, or handicap unrelated to ability to perform the particular work involved. Any disagreement concerning the interpretation and application of this paragraph shall be resolved through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this agreement, unless the grievant and Association shall waive all rights to use any procedure other than the grievance procedure, provided nothing herein shall preclude the use of steps 1, 2, and 3, of the grievance procedure.

B. As a duly elected body exercising governmental power under the law of the State of Illinois, the Board agrees that it will continue not to discourage directly or indirectly, or deprive any faculty member his/her rights in the enjoyment of any rights under the laws of Illinois or the Constitution of the United States. Any dispute concerning said rights shall be resolved through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement, unless the Association, grievant, and Board agree otherwise. It will continue not to discriminate against any faculty member with respect to hours, wages, terms, or conditions of employment by reason of his/her membership in the Association or his/her participation in negotiations with the Board or to discriminate against any teacher in his/her institution of any grievance, complaint, or proceeding under this Agreement.

C. Both parties agree that the rules and regulations governing teacher conduct shall be reasonable and that enforcement shall be fair and for just cause.

Section 5.2. Good Faith.

A. "Good Faith" is defined as the mutual responsibility of the Board and the Association to meet at a reasonable time and to deal with each other openly and fairly and sincerely to endeavor to reach agreement with respect to all items as identified in the agreed upon substantive portion of this document.

B. The Association subscribes to a code of ethics and agrees to assist the Board and the administration on matters pertaining to professional conduct when requested.

C. Both parties agree that the provisions of this Agreement shall not be applied in a manner which is arbitrary, capricious, or discriminatory.

D. Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counterproposals in the course of negotiations, and to reach tentative agreements which shall be presented respectively to the Board and Association for ratification.

Section 5.3. Dues Checkoff. Upon receipt of a properly executed dues deduction form by faculty members, the Business Office shall regularly deduct the appropriate monies from such employee's paycheck in conformity with the Business Office's regular and ordinary payroll procedures. The specific amount of the dues deduction shall be communicated to the College's Accounting Supervisor in writing by the Association's Treasurer at the commencement of each academic year and shall not be amended more than once each academic year during the term of this contract. The Association shall hold the Board harmless for all such deductions completed pursuant to the dues authorized form. Such authorization shall be cancellable according to its terms but in no event sooner than thirty (30) calendar days where employment is not terminated. A copy of the Dues Deduction Authorization Form shall be appended to this Agreement.

Section 5.4. Distribution of Contract. Within thirty (30) days following ratification and execution of this Agreement by both parties, the Board will provide sufficient copies of this Agreement at its expense to the President of the Association for distribution to the full-time faculty members covered by this Agreement. At the time a new faculty member covered by this Agreement is employed, the Board shall provide said new faculty member with a copy of this Agreement.

Section 5.5. College Services and Facilities.

A. In accordance with applicable Board policy, the Association shall have reasonable use of College office services, e.g., duplicating and printing, provided the Association agrees to pay the standard rates for the services and supplies used. Use of such services and facilities shall be scheduled and prioritized by the appropriate administrative officers.

B. The Board agrees that space for a bulletin board, to be purchased by the Association, shall be provided for the exclusive use of the Association for posting notices of activities and other matters of Association concern, provided such posting shall not include any item attacking the character, integrity, or ability of any member of the Board of Trustees or any of its agents or employees.

C. The rights granted the Association pursuant to this Section (5.5) shall not be granted to any other competing labor organization.

Section 5.6. Information to Association.

The Board shall make available to the Association upon its reasonable request and within a reasonable time thereafter, information concerning the professional staffing and financial resources of the institution, including but not limited to the current: annual financial reports and audits; registry of professional personnel; the Adopted Budget with all budgetary requirements and allocations; agendas and minutes of all Board meetings, and all attachments thereto at the time of distribution to the Board; treasurer's reports; names, addresses and position on salary schedule of all faculty and other public information necessary for negotiation and enforcement of the collective bargaining agreement. It is understood that this shall not be construed to require the Board to compile information and statistics in the form requested not already compiled in that form unless mutually agreeable.

Section 5.7. Board Policy Manual and Faculty Handbook.

A. The Board shall provide the Association with one copy of the Board Policy Manual. When any changes, additions, deletions, or modifications to the Board Policy Manual are adopted by the Board, the Association shall be provided with a copy of same.

B. The Board shall provide each faculty member with a current copy of the Faculty Handbook.

Section 5.8. Board Agenda. The Association may request to be placed on the agenda of a regular Board meeting in accordance with the Board's Policy Manual and procedures contained therein.

Section 5.9. Personnel File. A faculty member shall have the right upon request, to review the contents of his/her own personnel file during normal business hours. A representative(s) of the Association may be requested to accompany the faculty member to such review. Confidential credentials (and related personal references) normally obtained prior to the time of employment are specifically exempted from such review and shall be removed prior to the review of file. A faculty member will be given the opportunity to file a response to any adverse material placed in the personnel file if submitted within thirty (30) working days of receipt of notification, and the faculty member's response shall be made part of said file. If the faculty member is asked to sign material placed in the file, such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. Any negative material that is added to the personnel file shall be done so in a timely manner and in no case later than thirty (30) working days from the occurrence of the event. The faculty member shall be given a copy of any negative material added to the file within five (5) working days of such addition. There shall be only one official personnel file, but nothing herein shall preclude retention of identical duplicate information in other files.

Section 5.10. Patent and Copyrights. Any faculty member who

while in the employment of the college develops a device, machine, book, program, or similar item which can be patented or copyrighted and for which there is an expected market and profit to be obtained shall be encouraged to do such research and development as long as such does not interfere with his/her teaching duties and further provide that any use of College equipment, materials, and resources has been approved by the College.

In addition, the College shall not be viewed as a partner in any creative venture undertaken by a faculty member. Neither shall it be responsible for marketing or marketing costs pertaining to said creation, nor shall it be required to buy or said creation. Extent of ownership of said creation shall be determined on the following basis:

a. If the faculty member created the product on his/her own time and with his/her own resources, the faculty member shall be entitled to one hundred percent (100%) of all royalties, proceeds benefits, etc.

b. If the faculty member received financial assistance release time, or other incentives in the creation or development of the product, the College will be entitled to up to forty percent (40%) of all royalties, profits, benefits, etc.

c. Distribution of royalties will be determined on the profit as reported to the Internal Revenue Service by the faculty member.

Where the 60/40 distribution is in dispute, the ownership by the faculty member and the College will be examined on a case by case basis taking into account the following:

a. Amount of financial assistance received by the faculty member including release time and paid leave.

b. Amount of extent of College resources used and expended in development.

c. Amount of personal and private time, materials, and other resources utilized by the faculty member.

d. Relationship between the item and utilization of that item at the College including in the class(es) or teaching area of the faculty member.

e. Other relevant criteria that may be selected by an arbitrator.

When such item has been developed and the issue of ownership arises, the faculty member shall schedule a meeting with the President or designee and seek to arrive at a mutual written agreement as to ownership. If such meeting does not result in an agreement, the faculty member shall within forty-five days of the meeting with the President or designee request and be placed on the agenda of a regular or special meeting to meet with the College Trustees to see if an agreement can be reached on ownership which is mutually acceptable.

ARTICLE VI
NEGOTIATION PROCEDURES

Section 6.1. Selection and Composition of Negotiating Teams. The Board and the Association shall each select representatives to act on their behalf in negotiations. The Board shall include on its team at least one member of the Board of Trustees, and the Association shall include on its team at least one faculty member. The method of selection shall be determined by each party, provided that the Board shall not select a professional staff member eligible for membership in the bargaining unit, as defined in this Agreement, as one of its representatives.

Section 6.2. Commencement of Negotiations. Negotiations shall begin no later than February 15, 1990 unless both parties agree to an alternate date. A regular meeting schedule or plan shall be cooperatively arrived at the initial meeting. Additional meetings not originally scheduled or planned may be called with the mutual agreement of both parties.

Section 6.3 Agreement and Ratification.

A. Whenever feasible, tentatively agreed-upon material shall be prepared for the Board and the Association representatives and signed prior to the adjournment of the meeting at which such agreement was reached.

B. When the Association and Board representatives reach tentative agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted to the membership of the Association for ratification and to the Board for official approval within thirty (30) calendar days following such tentative agreement.

ARTICLE VII
REPRESENTATION REFERENDUM

Any representation elections shall be conducted pursuant to the applicable provisions of the Illinois Educational Labor Relations Act of 1983 and applicable Rules or Regulations adopted thereunder.

ARTICLE VIII
GRIEVANCE PROCEDURE

Section 8.1. Definitions.

A. Any written claim by a faculty member of the Association that there has been a violation, misapplication, or misinterpretation in terms of this Agreement shall be a grievance.

B. All time limits shall consist of regular work days, that is, Mondays through Fridays. In cases which occur/extend outside the regular academic year, "days" shall continue to be construed as Mondays through Fridays (except holidays observed by the President's office).

Section 8.2. Association Representation.

A. Association representatives (one of whom may be a non-faculty member) shall have the right to be present at any meeting, hearing, appeal, or other proceeding relating to a grievance which has been formally presented. Nothing contained herein shall be construed as limiting the right of any faculty member having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

B. The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance commencing at Section 8.4.A. (Step One, below), and no teacher will be required to discuss any grievance if the Association's representatives are not present.

C. No grievance settlement agreement may be entered into between a faculty member and the College which is not in conformity with the terms and conditions of this Agreement. Any such settlement agreement which is not made known to the Association president, or grievance chair person shall be made known to the Association attorney or Uniserv director in a timely manner. Any such agreement shall not be binding on the Association.

Section 8.3. Pre-Grievance Procedure (Informal Resolution).

The parties hereto acknowledge that it is usually most desirable for a faculty member and his/her immediately involved supervisor to resolve problems through free and informal communications. When requested by the faculty member, an Association representative may accompany the faculty member to assist in the informal resolution of the grievance. If, however, such informal processes fail to satisfy the faculty member or the Association, a grievance shall be processed as follows:

Section 8.4. Grievance Procedure.

A. (Step One) The faculty member or the Association shall present the grievance in writing to the administrator immediately involved who will arrange for a meeting to take place within five (5) days after receipt of the grievance. Such written grievance shall be submitted not later than thirty (30) working days after the occurrence of the events giving rise to the grievance or thirty (30) days from the date by which the faculty member might reasonably have ascertained such occurrence. The Association representative, the aggrieved faculty member, and the immediately involved administrator shall be present at the meeting. The administrator shall provide the aggrieved faculty member and the Association with a written answer to the grievance within ten (10) days after the meeting.

B. (Step Two) If the grievance is not resolved at Step #1, then the Association shall refer the grievance to the President of the College, or his official designee within seven (7) days after the receipt of the Step #1 answer or within (7) days after the Step #1 meeting, whichever is later. The President shall arrange for a meeting with the representatives of the Association's grievance committee to take place within five (5) days of his receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the president shall have ten (10) days in which to provide his written decision with reasons to the Association, unless Board action is required.

The Association may prepare, if it so chooses, a written statement of its position on any grievance that has been processed through Step Two and send such to the Board.

C. (Step Three) If the Association is not satisfied with the decision at the 2nd step, the Association may refer the grievance to arbitration within thirty (30) days after the decision is provided at the 2nd step.

1. The parties shall attempt to agree upon an arbitrator within seven (7) days after receipt of the notice of referral. In the event the parties are unable to agree upon an arbitrator within said seven (7) day period, the parties shall immediately jointly request the American Arbitration Association to submit a panel(s) of arbitra-

tors, and to otherwise administer the arbitration proceedings.

2. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

3. The arbitrator shall submit his/her recommendation in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later. Subject to the agreement of both parties, the expedited arbitration procedure of the American Arbitration Association shall be used.

4. The fees and expenses of the arbitrator and the cost of a written transcript (if a transcript is jointly requested) shall be shared equally by the parties involved in the arbitration; provided, however, that each party shall be responsible for compensating its own representatives or witnesses.

Section 8.5. Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, subtract from the provisions of this Agreement. The arbitrator's ruling in any grievance shall not violate the relevant decisions of federal and state courts, the appropriate decisions of federal and state regulatory agencies, and applicable federal and state laws. Neither party waives its right to administrative review of any arbitration and award which it feels has violated the above listed criteria. The arbitrator shall have no authority to make a recommendation on any issue not so submitted or raised. The arbitrator's award shall be final and binding.

Section 8.6. Association Grievances. Grievances involving the President or Board of Trustees may be initially filed by the Association at Step Two (2).

Section 8.7. No Reprisals.

A. No reprisals of any kind shall be taken by the Board, the administration, or the Association against any individual because of his/her participation in this grievance procedure.

B. All records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

Section 8.8. Scheduling of Grievance Meetings. Should the investigation or processing of any grievance require that a teacher or an Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits, provided that every reasonable attempt has been made by the parties involved to schedule grievance related meetings during times which do not conflict with his/her regular assignment.

Section 8.9. Cooperation and Withdrawal Without Establishing Precedent.

A. The Board, administration, and the Association shall cooperate in the investigation of any grievance, and further, all parties shall be furnished with such information requested for the fair and proper processing of any grievance which shall be reasonable.

B. A grievance may be withdrawn at any level without establishing precedent and if withdrawn shall be treated as though never having been filed.

ARTICLE IX
SCOPE OF INSTRUCTION AND PROGRAM DEVELOPMENT

Section 9.1. Scope of Instruction

A. The faculty member is entitled to freedom in the classroom in discussing his/her subject. He/she may introduce into his/her teaching such matter and study materials as are related to the instructional goals of his/her course.

B. Within the scope of their duties and responsibilities, the Board and faculty members recognize their responsibility to protect and encourage the search for knowledge and its dissemination. Faculty members have both the right and obligation to adequately investigate and to represent to their students, based upon their professional judgment, available information related to their subject or the education of their students. Faculty members shall at all times try to be accurate, show respect for the opinion of others, identify their own personal persuasion on controversial issues, and make every effort where appropriate to indicate that they are not institutional spokespersons.

Section 9.2. Curriculum Development.

A. The development of curriculum and related academic policies is in part a faculty responsibility. Therefore, a substantive procedure should be implemented to make clear the precise role of the faculty. This shall be accomplished through a body called the Curriculum and Academic Policy Committee.

1. Role - The role of the Committee will be to participate in curriculum development and related academic policies as a recommending body to the Office of Instructional Services.

2. Membership - The Committee shall consist of 11 members. Four faculty members shall be selected by the Faculty Association President with no more than one from each of the following areas: Division of Natural and Applied Sciences, Division of Social Science and Humanities, Division of Business and Technology, Division of Student Services, and Learning Resources Center. The President of the College shall have the prerogative of appointing three additional committee members of his choice from the unrepresented divisions and a fourth member from the Business Services area. In addition, there will be three representatives of the student body.

3. Scope - The scope of the program with which the Committee is concerned includes curriculum development (courses and programs), articulation, classroom procedures, scheduling procedures, instructional facilities and grading procedures.

B. Nothing shall be construed as to render negotiable any aspect of curriculum adoption or development except as otherwise explicitly set forth herein.

Section 9.3. Extracurricular Activities.

Faculty members may participate in school sponsored extracurricular activities on a voluntary basis. Where supervisory responsibilities are required on programs authorized by the administration, such as serving as a club advisor, coaching, organizing a theatrical or musical presentation, or performing in a departmental or division administrative capacity, the faculty member shall be compensated as follows:

1. Faculty members serving as advisors for clubs whose charters have met the requirements of the college will receive a stipend.

2. Faculty members serving as coaches will receive compensation, by the currently implemented method.

3. Faculty members serving remaining categories will receive compensation by the currently implemented method.

All compensated extracurricular responsibilities shall freely be offered to full-time instructors if they are qualified in the judgment of the Dean of Instruction.

Section 9.4. Course Schedules. A proposed schedule of department course offerings for each semester or term shall be initially prepared by the instructors of the department under the direction of the Dean of Instruction. In the event of schedule conflicts, the Dean of Instruction shall resolve the conflict with the instructors involved.

Section 9.5. Teaching Programs.

A. Scheduling of courses and hours shall be determined by the Dean of Instruction in consultation with the faculty members, subject to the limits established by the provisions of this agreement.

1. A faculty member shall be assigned no more than
tions per semester as part of

regular program. (i.e., French I and French II are examples of two separate preparations, whereas two sections of French I are an example of a single preparation). The Office of Instruction shall retain the right to make exceptions where circumstances dictate.

2. A faculty member shall be notified of his/her program at least sixty (60) days before the start of the semester. The Office of Instruction shall retain the right to make exceptions when circumstances dictate.

3. The appropriate faculty member(s) shall be involved with the Dean of Instruction in the resolution of any scheduling conflict(s).

B. In the best interest of the College, faculty members shall be present on campus for all professional duties and obligations, including classes, divisional meetings, and faculty meetings called by the administration and student conference hours. Each full-time teaching faculty member shall schedule a minimum of five (5) hours for student conferences per week. These conference hours shall be scheduled to provide maximum convenience for students who wish to confer with a faculty member.

C. A faculty member's regular teaching program, or other duties, shall be scheduled within a maximum 8-hour work day. Also, there shall be at least a 12-hour period from the end of the last class on one day to the beginning of an instructor's first class on the succeeding day. As the chief administrator of the College, the President retains the right to make exceptions when circumstances dictate.

Section 9.6. Faculty Load.

A. (Full-Time Faculty Load) All full-time faculty except counselors and other non-teaching faculty will have their class loads computed according to the percentage load formula. A full class load is defined as no more than 200% per academic year. No full class load for any given semester shall exceed 133%. A class load in excess of 200% is considered an overload and shall be compensated as such.

1. Percentage Load Formula. The following criteria will be used for determining percentage load for each class offered at McHenry County College:

Criteria I - Contact hours per week (the number of hours per week a class meets in a normal semester).

Criteria II - Full load variable, based on type of class:

The following variables have been determined by present practice.

Lecture/laboratory Classes	18 hours
Lecture Classes	15 hours
Audio-Visual Tutorial (AVT) Laboratory Classes (i.e., secretarial science, learning lab, and electronics)	20 hours

By dividing the first criteria by the second, the class percentage for each class can be determined. For example, History 151 is a lecture class which meets three hours per week. Thus, by dividing 3 by 15, we arrive at a 20% load for History 151.

2. Adjustments to Percentage.

   a. If an instructor feels a given course should be assigned a different percentage, he may submit a written petition to the chairperson of the Curriculum and Academic Policy Committee, no fewer than 60 days prior to the semester during which the course will be taught. Within 30 days after receiving the petition, the Committee shall submit a written recommendation to the Dean of Instruction.

   b. Within 5 (five) school days after receiving the written recommendation of the Curriculum and Academic Policy Committee, the Dean of Instruction will notify the chairperson of the Curriculum and Academic Policy Committee of his/her action on the recommendation.

   c. If this instructor's petition is granted, the revised course percentage will be implemented for the following semester.

3. Program Development. Since many programs require extensive instructor involvement in program development, a portion of an instructor's load may also be assigned to program development. The amount of involvement required for program development and/or articulation shall be determined by the Dean of Instruction in consultation with each instructor and approved by the President and shall be assigned in advance.

B. (Class Size) It is policy that McHenry County College shall utilize the largest class sections consistent with quality instruction and reasonable faculty work-load. The President and his staff are charged with the responsibility and given the authority to make the appropriate decisions regarding these matters. This statement shall not be interpreted to produce increasing class size dependent solely upon classroom capacity since we at McHenry County College recognize that quality education requires class size limits dependent rather upon subject matter and instructional methods.

C. (Class Size Appeals Board) Beginning August 15, 1973, class maximums for each course offered by the College were determined by the Office of Instruction in consultation with appropriate faculty members. Changes made after this date have been made and will continue to be made by the Office of Instruction, after consultation with appropriate faculty members. To further solidify this situation, a Class Size Appeals Board has been structured and agreed to by the Office of Instruction and the Faculty Association. Its particulars may be found in an addendum at the back of this Agreement.

D. (Counselor Load) Reporting days for counselors will correspond to those established for teaching faculty. Additional working days (e.g., between semester coverage, vacation coverage, etc.) shall be determined in advance and shall be compensated by release time at a later date or prorated pay, at the fair and reasonable discretion of the appropriate administrator.

Average student load per counselor should approximate 300 to 1, student-counselor ratio, based on the following head count formula:

1. Each full-time student = 1 student
2. Each part-time student = 1/3 student (based on the rationale that each part-time student enrolls for approximately five hours)
3. Therefore, total headcount for purposes of determining counselor need = full time enrollment + 1/3 part-time enrollment.

E. Other Non-Instructional Faculty (i.e., Learning Resource Center) reporting days will correspond to those of other teaching faculty. Additional working days shall be arranged in advance and shall be compensated by release time at a later date or prorated pay, at the fair and reasonable discretion of the appropriate administrator.

Section 9.7. Distribution of Overload and Summer Session Assignments.

A. Overload and summer session assignments shall be distributed as equitably as practicable among faculty members who are interested and equally qualified to fill the position in question. Faculty members who turn down overload or summer assignments shall be credited with such assignments for the purposes of this section. If a faculty member demonstrates that he/she has not received his/her share of overload or summer assignments for which he/she is equally qualified to teach, he/she shall be given an immediate assignment if possible and if not possible shall be given preference for future overload or summer assignments until the imbalance is corrected. The Office of Instruction will establish reasonable deadlines by which faculty members must submit requests for overload or summer assignments and has the responsibility to see that overload or summer assignments are distributed as equitably as possible.

B. The Parties agree that under regular and ordinary circumstances, the fall, spring, and summer full class loads shall be limited to 133 percent of the regular full-time class load of a maximum of three (3) preparations per semester.

C. In the event that circumstances require an overload in excess of 133 percent, but not more than 150 percent, such an additional overload(s) shall only be implemented with the fair and reasonable prior approval of the President of the College.

D. Overloads shall be compensated at the prevailing rate of pay for part-time instructors.

Section 9.8. Release Time. The faculty association president shall be granted 20% release time from instructional responsibilities for the purpose of conducting faculty association business, within an academic year.

ARTICLE X
APPOINTMENT, QUALIFICATIONS, RETENTION, DISCIPLINE, AND DISMISSAL OF FACULTY

Section 10.1. Appointments Defined.

A. (Probationary) An appointment as a probationary member of the faculty shall be for the length of time specified in the contract. Service as a probationary appointee shall count toward a professional appointment only when the faculty member has performed his/her duties for at least seventy-five (75) percent of the working days specified by the contract interval. The College president shall inform probationary faculty of his/her intent to recommend their professional appointment to the Board by March 1 of the year in which they are eligible.

B. The granting of TENURE to regular, full-time faculty members eligible for that status shall be in strict conformity to appropriately applicable State of Illinois law. The parties to this Agreement agree that tenure shall be defined for purposes of effectuating this Article by appropriate State of Illinois law.

Section 10.2. Discipline of Faculty Members.

A. Except as may otherwise be provided herein, no faculty member shall be demoted, disciplined, or formally reprimanded without just cause. Any such discipline, reprimand, and/or demotion shall be subject to the grievance procedure set forth in this agreement. All information forming the basis of disciplinary action will be made available to the faculty member and the Association. This section shall not apply to a suspension action which is part of the termination of employment. Such suspension and termination shall be in conformity with applicable State of Illinois laws.

B. If a faculty member is to be formally repimanded or disciplined for any infraction or deliquency in professional performance by an administrator, he/she shall be entitled to have a representative of the Association present. Such reprimand or discipline shall be delivered, if possible, in person. All faculty members shall within two (2) working days of the reprimand or discipline receive a copy of any written material that is placed in the personnel file relative to such reprimand or discipline if such has not previously been furnished, and may within two (2) weeks from receipt of such material respond in writing. Such responses shall be placed in the faculty member's file. All evaluative records concerning a faculty member shall be kept in that faculty member's official personnel file.

C. As used herein, "personnel file" shall not include recommendations, references or responses from other employers or institution that may lawfully be kept confidential from the faculty members.

D. All written records of disciplinary action that is overturned or reversed shall be promptly removed from the peronnel file and destroyed.

Section 10.3. Termination of Professional Appointments.

A. . Termination of professional appointments shall be made whenever just and sufficient cause exists. Among causes for termination are:

Retrenchment
Physical or mental incapacity
Unsatisfactory performance of contracted services
Unprofessional conduct
Falsification of professional credentials or employment applications

B. Procedures for Termination of Professional Appointments Termination of Professional.

Appointments shall be in conformity with applicable State of Illinois law.

C. (Termination of Professional or Probation Appointments due to Physical or Mental Incapacity). If the reason for termination of employment is physical or mental incapacity, the faculty member shall have an opportunity to submit the statement of a physician of his/her choice to the College Board. The Board reserves the right to require that the faculty member be examined by a physician designated by the Board.

Section 10.4. Preservation of Federal and State Constitutional and Statutory Rights. The parties to this Agreement agree that nothing in the paragraphs of this Article cited hereinabove constitute a waiver of any Federal or State of Illinois laws entitling members of the faculty or the Employer to due process of law or fair and just cause in matters of discipline and/or discharge; nor shall any provision of this Agreement be construed as a bar to the assertion of any of those rights. Nothing contained in this Article shall be construed to be in conflict with the Illinois law.

Section 10.5. Review of Minimum Qualifications. The Board shall set minimum qualifications for positions. It is assumed that all full-time tenured faculty employed and assigned (or have been assigned within the past two (2) years) to teach in particular subject areas as of July 1, 1983, are fully competent to teach in those subject areas by reason of those teaching assignments. Faculty members may petition the Board to change the minimum qualifications for a particular position by utilizing the following procedure:

A. A departmental or program faculty group may submit a written request for a revision in the minimum qualifications for a particular full-time faculty position, with justification and supporting documentation to the Dean of Instruction at any time during the Fall Semester of any academic year.

B. Within ten (10) working days of the receipt of such a revision request, the Dean of Instruction will convene a meeting of a review committee comprised of himself, the Associate Dean of Instruction and two faculty members appointed by the President of the Faculty Association from subject areas that would not be affected by the requested change. The faculty group making the request will be invited to orally present their arguments for the revision at that meeting.

C. Within five (5) working days following the meeting, the Dean of Instruction will submit the review committee's decision on the request in the form of a recommendation to the College President with copies provided to the requesting faculty group.

D. The College President will determine whether or not to support the review committee's recommendation with the obligation to communicate his reasons for doing so (in either case) to the review committee and the requesting group. His decision to support or not support a revision will be presented as a recommendation to the Board of Trustees who will make the final decision.

Section 10.6. Job Sharing. When two full-time tenured faculty members wish to divide and share the responsibilities of one full-time instructor, the Board may appoint both to a job-sharing assignment upon the recommendation of the Office of Instruction. These two persons will each be expected to hold office hours of a full-time instructor and shall be compensated each at the rate of one half (1/2) the compensation of a full-time instructor. Each job sharing participant's salary will be determined on the basis of their position on the Initial Placement Schedule. Each job sharing participant shall have the opportunity and right to receive full insurance benefits and other benefits provided any full-time faculty member upon payment of one half (1/2) the cost to the college of said benefits. Such payments are to be withheld from job sharing participants through payroll deduction. Any faculty member involved in job sharing shall accrue one half (1/2) year seniority and tenure and their tenure shall not be forfeited. It shall be the responsibility of the faculty members wishing to participate in job sharing to find a qualified person acceptable to the college with whom the job can be shared. If such qualified person is not employed at the College, established College hiring policies and practices will be adhered to in considering that person for job-sharing appointment.

Section 10.7. Temporary Contracts. Any teacher hired on a temporary contract shall be required to teach a full load in order to receive full salary and benefits. Except where an emergency exists (not to exceed one semester in length), any instructor employed on a temporary contract and not teaching a full load shall receive compensation based on part-time instructor salary schedule. Summer session contracts for full-time facuclty are not considered temporary contracts.

Section 10.8. Adult Courses and Telecourses. Any faculty member who is required to teach a credit course through community services or a credit telecourse to fulfill class load requirements shall be compensated in the same manner as a full-time faculty member teaching a regular credit course.

Section 10.9. Assignment Priorities. In order to develop a more stable and competent staff, the Board agrees to employ full-time faculty members wherever possible based upon budget requirements. The administration shall wherever possible give full time faculty members preference regarding courses and times to teach.

ARTICLE XI
SENIORITY AND REDUCTION IN FORCE

Section 11.1. Definition of Seniority. Seniority is defined as the length of a faculty member's continuous full-time service within the College. Such service shall be computed from the first day of employment which duties are performed. If two or more faculty members begin full-time employment on the same day, then such service shall be computed from the date on the initial contract of employment.

If seniority as between two (2) or more faculty members shall be the same, the faculty member with the most classes taught during part-time service over the three years prior to being hired full-time shall be deemed senior, and if still the same, such identical seniority shall be resolved by lot.

Leaves of absence of more than one semesters duration, if unpaid, shall not be included in the computation of seniority, but no leave of absence shall be deemed to interrupt continuous full-time employment provided that paid "Sponsored Professional Development Leaves" shall be included in the computation of seniority.

No later than December 1, the Board shall post a seniority list upon which the Board shall rely in making all decisions wherein seniority is a factor. A copy of such list shall also be furnished to the Association President or designee.

Section 11.2. Seniority Upon Return to Bargaining Unit. If a faculty member is appointed by the Board to a position outside the bargaining unit and is subsequently returned to a bargaining unit by the Board, the faculty member shall be credited with the seniority that was previously accumulated as a faculty member plus one half (1/2) the time employed by the college outside the bargaining unit. (See Appendix E on the methods of salary compensation for individuals returning to the bargaining unit.)

Section 11.3. Reduction In Force. If the Board, at its sole discretion, determines that it is necessary to institute a reduction in force of tenured faculty members, the following procedure will be follows:

1. The affected faculty member shall receive written notice as soon as possible, but not later than March 15.

2. The written notice shall include a statement of honorable dismissal and the reason therefor.

3. Part-time faculty members shall be laid off before full-time faculty members where it is determined that the skill and ability of the affected full-time member is equal, thereby providing the affected faculty member with a normal load.

   Further, if it is determined that the skill and ability of the affected full-time faculty member is not essentially equal to that of the part-time faculty member, the affected instructor may take an appropriate Sponsored Professional Development Leave to specifically update his/her qualifications in conformity with current College degree requirements for that program area. This leave shall be taken during the first semester or through the entire year in which the reduction in force would occur, and shall be limited to one such readjustment leave per faculty member at the College.

4. Probationary faculty members shall be laid off before tenured faculty members, provided that the tenured faculty members are determined to be equal in skill and ability.

5. In the event of the layoff of faculty members having tenure status, seniority shall govern where it is determined that the skill and inability of the affected faculty members are equal.

6. To be fair, the Board's determination of the skill and ability of faculty members to perform the remaining work available shall not be done in an arbitrary or capricious manner. Such determination of skill and ability shall be done with the full consultation of the President and the Office of Instruction.

7. If the Board increases the number of faculty members employed, reinstates a position that has been discontinued, or decides to fill a full-time vacancy that subsequently occurs, the Board shall first offer reemployment to faculty members laid off in the reverse order of layoff, provided they are determined to be qualified to hold such position. A faculty member shall have the right to reemployment pursuant to the provisions of this Article for a period not to exceed 24 months from the date of the faculty member's layoff.

8. Notice of recall shall be sent to the faculty member by certified mail (return receipt requested) to the last address submitted to the College by the faculty member.

Failure of the faculty member to affirmatively respond to such notice within fourteen (14) calendar days of its receipt or within twenty (20) calendar days of its mailing, whichever is less, shall result in termination of the faculty member's right to recall hereunder.

However, in the event a vacancy occurs within thirty (30) calendar days of the first working days of the College calendar, notice of recall shall be sent to the faculty member by certified mail (return receipt requested) to the last address submitted to the College by the faculty member. The notice shall include a telephone number of an appropriate administrator in order to facilitate an immediate response. Failure of the faculty member to affirmatively respond to such notice within five (5) calendar days of its receipt or eight (8) calendar days of mailing, whichever is less, shall result in termination of the faculty member's right to recall hereunder.

The Association President or his designee shall be notified of such recall when the notice of recall is mailed to the faculty member.

Section 11.4. Termination of Seniority. Seniority shall terminate if a faculty member:

quits or resigns,
is terminated; or
retires or is retired.

Failure of the faculty member to affirmatively respond to a notice of recall within fourteen (14) calendar days of its receipt or within twenty (20) calendar days of its mailing, whichever is less, shall result in termination of the faculty member's seniority. Said notice shall be sent to the faculty member by certified mail (return receipt requested) to the last address submitted to the College by the faculty member. It shall be the responsibility of any faculty member on layoff to advise the Director of Personnel in writing of his/her latest address.

Failure to return from an approved leave of absence at its expiration, or a mutally agreed extension, shall result in termination of the faculty member's seniority.

Section 11.5. Administrative Suspensions. For sufficient cause (see 10.2.C.), the College president may administratively suspend a faculty member for a period of up to 24 days. The suspension may be effected by a written statement to the faculty member setting forth the reasons for suspension and the term of the suspension. An administration suspension will be with full pay and benefits. Additionally, the Employer shall have the right to reprimand, suspend without pay, and discharge for fair and just cause.

Section 11.6. Temporary Full-Time Contract. Those faculty members on temporary full-time contracts shall receive seniority and tenure as long as the service has been continuous.

ARTICLE XII
SALARY AND FRINGE BENEFITS

The compensation (salary and fringe benefits) to be paid to faculty members shall be as set forth in the following Sections.

Section 12.1. Compensation. For the 1987-88 adademic year, each full-time faculty member's salary shall be increased by $1,000.00.

For the 1988-89 academic year, each full-time faculty member's salary shall be increased by $1,850.00.

For the 1989-90 academic year, the salaries of all full-time faculty members shall be increased by an amount equal to $3,000.00 per such faculty members and distributed among such faculty members pursuant to Section 12.2 of this Article or shall otherwise be agreed by the parties. In the absence of such agreement, the distribution shall be a uniform percentage increase applicable to all such faculty members. In addition, if the Consumer Price Index for Urban Wage Earners (CPI-U) for the Chicago Metropolitan Region as published by the U.S. Bureau of Labor Statistics for May, 1988 (available in June, 1988) shall exceed 10% for the preceding twelve (12) months, each full-time faculty member's salary shall be further increased by a percentage equal to one-half (1/2) of the amount of such excess over 10% (but not to exceed a CPI-U annual increase of 14%) times the average annual faculty salary of May 1, 1988. (See Memorandum of Understanding for an example of how such would be calculated.)

Section 12.2. Salary Schedule. The parties shall seek to agree, as soon as feasible, but no later than December 31, 1988, upon a faculty salary schedule to be effective during the 1989-90 academic year to reflect the increase for 1989-90 described in the preceding section.

Section 12.3. Additional Salary Payment. In addition to the amounts described in Section 12.1 of this Article, a one-time salary adjustment shall be made to those individuals listed in Appendix D in the amount indicated therein for 1987-88 and for 1988-89. Further, those individuals listed in Appendix E shall receive a one-time salary adjustment equal to Thirty Dollars ($30.00) times the number of years opposite his/her name.

Section 12.4. Life Insurance. Life insurance coverage for each faculty member is $50,000.00.

Section 12.5. Health Insurance. The Board will provide a comprehensive program of health/major medical insurance for the period 1987-90 which shall not be less than the benefits enjoyed by faculty members in the 1986-87 insurance program. Such benefits shall be for a full thirty-six (36) months and shall be likewise continued during the period of negotiations for a successor collective bargaining contract.

Section 12.6. Dental Insurance. The Board shall provide to each eligible faculty member a program of dental insurance which shall be for the duration referred to in XII, 12.3 above and for which the Board shall pay monthly not less than $9.85 per faculty member per month. In addition, the policy shall include an option for family coverage. Faculty members electing family coverage are responsible for the additional premiums for that coverage.

Section 12.7. Advanced Placement Adjustment. Each time a full-time member obtains fifteen (15) additional hours of preapproved coursework, an award of $600 will be added to his/her permanent salary. Each full-time faculty member who obtains forty (40) clock hours of non-credit but industry approved and offered training that directly related to his/her teaching area of discipline shall be compensated at the same rate as a faculty member who obtains three (3) credit hours of course work. Twenty-five (25) continuing education units would be equal to forty (40) clock hours of industrial or three (3) credit hours of course work. This section will be effective immediately upon ratification of the contract and shall not be retroactive.

Section 12.8. Tuition Reimbursement.

A. Tuition Reimbursement for Professional Study. Tuition, fees and book costs will be provided for full-time faculty at 100% to a limit of $900.00 per fiscal year for additional academic work done in professional areas with prior approval of the Office of Instruction.

B. Tuition reimbursement for McHenry County College Courses. Any full-time faculty member may register for a credit course at McHenry County College. The faculty member shall not be required to pay tuition for such credit course. Eligible dependents of faculty members shall be required to pay tuition upon registration but shall have such tuition and fees reimbursed promptly upon successful completion of the course.

Section 12.9. Tuition Reimbursement/Advanced Placement Criteria and Procedures.

A. Criteria - Tuition Reimbursement.

The Office of Instruction shall provide tuition reimbursement and advanced placement eligibility according to the following criteria:

Tuition reimbursement is subject to prior approval and evidence of successful (C or better credit courses) completion is necessary. Courses and/or activities considered appropriate for prior approval would be:

1. Relevant to the role description or professional responsibilities of a faculty/staff member, or

2. Congruent with areas the College has designated as priorities for development, or

3. Related to the faculty/staff member's Professional Development Plan as mutually agreed upon by the individual and the College.

B. Criteria - Advanced Placement

Advanced placement is subject to prior approval of courses and/or activities requested. Those courses and activities considered appropriate for advanced placement would be:

1. Relevant to the role description or professional responsibilities of a faculty member, or

2. Congruent with areas the College has designated as priorities for development.

Advanced placement will be awarded upon successful completion of approved courses and/or activities according to College policy.

C. To receive tuition reimbursement and/or advanced placement, an application must be submitted to the Office of Instruction before the starting date of the activity. The employee will not notified by the Personnel Office upon approval of the tuition reimbursement/advanced placement.

Section 12.10. Early Retirement Program. Professional staff members who participate in the State University Retirement System may apply to the Board for approval to be supported by the college under the provisions of the Early Retirement section of the Illinois Pension Code. Application for early retirement approval must be made to the Board by the end of the first term of the academic year preceding the beginning of the year of retirement.

Section 12.11. Summer Pay Assignment Salary. Calculation for full-time teaching faculty's summer assignment. Salary will be $\frac{\text{current year contract amount}}{9} \times 2 \times (2 \times \% \text{ of the class}) =$ summary salary.

ARTICLE XIII
EXTENDED LEAVE FOR FACULTY

Section 13.1. Sponsored Professional Development Leave. The following guidelines have been adopted for extended leave of faculty:

A faculty member may submit a request to the Office of the Dean of Instruction for a sponsored leave under the following conditions:

1. The purpose of the leave shall be for graduate study, research, or other professional development activity.

2. The duration of the sponsored leave shall not exceed one academic year.

3. A faculty member may be granted sponsored leave for graduate studies and research after four years of appointment at the college. If an instructor should decide to take his/her sponsored leave after four (4) years of appointment at the college, the compensation for graduate studies and research will be equal to two-thirds of the instructor's full salary for a one semester leave or one-third full salary for a two semester leave. If an instructor should decide to take his/her sponsored leave after six (6) years of appointment at the college the compensation will be equal to the instructors full salary for one semester leave or one half full salary for a two semester leave.

4. An instructor who teaches in an occupational area of the college's offering can request a sponsored leave for the purpose of accepting employment in an area of industry or business directly related to his/her area of teaching responsibilities. Such a request can be made after the instructor had completed five (5) years of appointment at the college. If a sponsored leave is granted for the purpose of allowing the instuctor to accept related employment and such employment pays less than the instructor would be compensated on a full salary at the college for that two semester period, the college will compensate the instructor for the difference to a maximum of $3,00.00.

5. Application for sponsored leave must be made by the end of the first term of the academic year preceding the leave year.

6. Application for sponsored leave must be responded to no later than March 15 of the academic year preceding the leave year. The Office of the Dean of Instruction is responsible for giving notification in writing to the applicant.

   If the request is accepted, the notification will include terms of acceptance including salary arrangements and advance placement credits upon completion of the leave. If the request is rejected, the notification will include reasons for such rejection.

7. Any full-time faculty member is eligible to apply for a sponsored leave.

8. Only one faculty member of each division is eligible for being on sponsored leave in any given semester. For purposes of leave determination, the Counseling office and the LRC are considered divisions.

9. The criteria for granting approval for sponsored leave shall include:

   a. Tenure. Persons with more tenure as faculty members will be given priority for sponsored leave unless that person has already been granted a prior sponsored leave at which time tenure for sponsored leave purposes is counted from the date of completion of previous sponsored leave. Eligibility for sponsored leave for persons already given sponsored leave is same as 3 above except that eligibility is counted from the date of completion of the prior sponsored leave.

   b. Purpose of leave. Priority will be given to persons requesting leave for purposes directly related to their position or responsibilities at the college. Second consideration will be given to those requesting leave for reasons directly related to their academic or vocational field but not necessarily related directly to their immediate responsibilities or position (i.e., degree sought in college administration taken by a faculty member.) Third consideration will be given to persons requesting professional leave for other purposes.

10. Sponsored leaves of absences are to be approved by the Board upon recommendation by a committee consisting of: the Dean of Instruction or his/her representative, the Division Chairpersons, and three faculty members appointed by the Faculty Association Chairperson.

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11. A faculty member who completes a sponsored leave must agree to return to the college for one year for each half-year of sponsored leave, or repay the grant. The foregoing shall be guaranteed by the execution of a promissory note in acceptable legal form.

12. A faculty member who completes a sponsored leave must agree to submit a written report to the Office of the Dean of Instruction outlining his/her accomplishments during the sponsored year and how those accomplishments will affect the member's contribution to the college. The report will be submitted no later than the end of the first semester after returning to the college.

13. Sponsored leaves accumulate as professional credit and make the recipient eligible for corresponding salary review.

14. When a faculty member is on a sponsored leave, the faculty member will continue to receive the same fringe benefits that are approved by the Board for faculty members generally.

Section 13.2 - Leave of Absence.

1. Upon written application of a faculty member to the Office of Instruction, the Board may grant leave of absence without pay upon such terms and conditions as it may set to a faculty member who has been employed on a full-time basis for two years for up to one academic year for the following purposes:

   (a) graduate study;
   (b) research;
   (c) other professional development activity;
   (d) parental leave; or
   (e) other purposes as agreed upon between the faculty member and the office of Dean of Instruction.

2. Written application for a leave of absence shall be made by the end of the first term of the academic year preceding the leave year. In case of parental leave of absence, application for leave of absence must be made two months prior to the beginning of the semester during which the leave is to occur. In the case of emergency leave of absence, application for leave of absence must be made two weeks prior to the beginning of the date the leave is to commence. Emergency leave of absence would commence only after the member's personal days are used up.

Such leaves shall not be arbitrarily or capriciously denied.

3. The Board may grant a parental leave or other leave deemed appropriate and beneficial to the College by the Office of Instruction to faculty members with less than two years full-time service with the College under unusual circumstances.

   Such leave shall not be considered in computing employment necessary to attain tenure.

4. A faculty member on an unpaid leave of absence of more than (1) semester's duration shall, as a condition of such leave, agree to notify the President or designee of his/her intention to return to service at the College, in writing, prior to March 1, preceding the term in which the faculty member would return.

5. The granting or withholding of leave to any faculty member shall not constitute a precedent with respect to any other faculty member but each request shall be judged on its own merits.

6. By accepting an unpaid leave of absence the faculty member agrees to make no claim for unemployment compensation during the term of such leave and recess or vacation period immediately preceding or following such leave.

Section 13.3. Association Leave. The Association President and/or the officially designated Association delegate shall be granted a total of up to five (5) days nonaccumulative leave in the aggregate per academic year to attend special meetings and/or conventions of the regional, state, or national affiliate of the Association. Requests for such leave must be submitted in writing as soon as possible to the Office of Instruction which will authorize same in the absence of compelling circumstances requiring the faculty member's presence. An individual who is granted such leave shall have the responsibility to make arrangements for the teaching of his/her classes while on such leave and such arrangements shall be subject to the approval of the Office of Instruction. The Parties agree that no more than two of the five days cited hereinabove may be taken consecutively. In granting or denying Association leaves pursuant to this Section, the chief consideration of the Office of Instruction shall be the maintenance of the high quality of instruction at the College.

Section 13.4. Parental Leave. A faculty member who has been employed with the college on a full-time basis for at least two

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(2) years shall be eligible for parental leave without pay or other benefits subject to the following conditions: (As used herein, "faculty member" means a tenured faculty member, except in Section 8, which is applicable only to non-tenured teachers, and in Sections 7, 8, 9, and 11, which are applicable to all teachers.)

1. Application for a parental leave shall be made in writing to the President or designee at least two (2) months prior to the beginning of the semester during which the leave is to occur.

2. After consultation with the President or designee, the faculty member and physician shall prepare a plan for the commencement and termination of such leave, taking into consideration maintenance of continuity of instruction and medical factors to the maximum possible degree, and the pertinent time factors related thereto. The leave shall not exceed the balance of the academic semester in which it commences and one (1) additional academic semester. Every effort shall be made to have such leave terminate immediately prior to the start of a new academic year. Such leave shall commence upon the date agreed upon by the President or designee and the faculty member. Emergency parental leave may be granted by the President or designee even though the faculty member has not adhered to all provisions of this section.

3. Sick leave shall not be applicable during the period of parental leave. Any accumulated sick leave available at the commencement of the leave shall be available to the faculty member upon return to employment at the College.

4. With the consent of the carrier, the faculty member may maintain insurance benefits by making timely payments of all premiums which may be due to the College's Business Office or elsewhere pursuant to its direction.

5. A faculty member who is granted a parental leave of more than one (1) semester's duration shall, as a condition of such leave, advise the President or designee in writing no later than 60 days preceding the start of the term in which he/she intends to return to employment.

6. Any faculty member desiring adoption leave as a result of becoming an adoptive parent shall notify the President or designee, in writing, upon the initiation of such adoption proceedings. Leave shall be granted upon satisfactory written notification to the President or designee

informed on the status of the proceedings, and, as soon as known, the expected date of the delivery of the child. This section shall not be applicable of the adopted child if ten (10) or more years of age at the time the child is received.

7. A parental leave may be granted by the Board to a faculty member with less than two (2) years full-time service with the College under unusual circumstances, subject to all the conditions applicable to tenured faculty members with more than two (2) years full-time service with the College, and provided the term of such leave shall not be considered in computing full-time employment under Section 103 B-2 of the Public Community College Act for purposes of the continuous employment necessary to attain contractual continued service status. Upon return from such leave, the faculty member shall be considered to have commenced his/her first probationary year. Nothing herein shall be construed as requiring any non-tenured faculty member to apply for such leave.

8. Anything in this policy to the contrary notwithstanding, a faculty member who has been granted a parental leave of absence shall not become eligible for a subsequent parental leave unless and until such faculty member has returned to full-time service for at least two (2) complete academic years, provided under exceptional circumstances the Board may grant such a leave.

9. Nothing in this policy shall be construed as requiring any faculty member to apply for a parental leave. A faculty member not eligible for or not desiring parental leave may utilize accumulated sick leave during any period of disability related to her pregnancy and/or to the delivery of the child. If such faculty member shall have exhausted accumulated sick leave, she shall be granted a leave of absence without pay or other benefits during such period of disability. Such faculty member shall return to employment immediately following the termination of actual disability.

10. A male faculty member who has entered upon contractual continued service shall be entitled to a parental leave of absence. Such leave shall be unpaid and shall be subject to all of the applicable notice and other requirements as set forth in this policy. Eligibility for such leave shall arise upon the anticipated birth of a child which the faculty member has fathered or upon his planned adoption.

11. A faculty member granted a leave of absence hereunder shall agree as a condition precedent to waive any claim to unemployment compensation during the term of such leave and recess or vacation period immediately preceding or following such leave.

12. In the event of the death of the fetus or infant, the faculty member may cancel the parental leave and return to work. The contract for the person who is substituting for the faculty member shall provide for such cancellation.

ARTICLE XIV
ALLOWANCE FOR EMPLOYEE ABSENCE

Section 14.1. Illness. Full time faculty members (including nine-month instructional appointment) shall be allowed, in each year, ten working days at full pay for the following reasons:

> Personal illness, quarantine at home, or serious illness in the immediate family or household.

Section 14.2. Personal Leave. Two working days without loss of pay may be used by the faculty member for personal reasons, including observance of recognized religious holidays of faculty member's faith. Absences for personal reasons and for religious reasons shall be with full compensation upon notification by the faculty member to the faculty member's immediate supervisor. Requests for personal leave shall not be denied. Absence related participation in any employment relations dispute shall not qualify hereunder. Personal leave shall not be requested for less than 1/2 day. All unused personal days accumulated will be transferred to the sick leave account of faculty member. Such transfer shall not reduce the number of days accumulated sick leave granted. The amount of sick days possible to accumulate is 180.

Section 14.3. Accumulation of Leave.

A. In addition to the annual leave of ten days, permissible under 14.1 and 14.2, any unused portion from the previous year may be accumulated to the maximums listed as follows:

	For reasons set forth in 14.1	For reasons set forth in 14.2 and/or 14.1
After 1st year of service	10	2
" 2nd " " "	20	2
" 3rd " " "	30	2
" 4th " " "	40	2
" 5th " " "	50	2
" 6th " " "	60	2
" 7th " " "	70	2
" 8th " " "	80	2
" 9th " " "	90	2
" 10th " " "	100	2
" 11th " " "	110	2
" 12th " " "	120	2
" 13th " " "	130	2
" 14th " " "	140	2
" 15th " " "	150	2

"	16th	"	"	"	160	2
"	17th	"	"	"	170	2
"	18th	"	"	"	180	2

However, not more than two days at any one time may be used for reasons cited in 14.2.

B. The Office of Business Services shall maintain an account of days of allowance for absence for each employee, based upon information reported by the Office of Instruction. The new annual allowance of ten days shall be posted on each employee's account on September 1 of the year in which the allowance shall apply.

C. Instructors on full-time special assignment in a summer session may utilize the allowance for absence on the same basis as during the nine-month appointment period, although an additional allowance is not made for the summer term.

D. The allowance for absence shall pertain to all employees who are eligible to participate in the State Universities Retirement System. Days shall be accumulated on a pro rata basis for those employed on less than a full-time assignment.

E. After an absence of three days for personal illness, or as it may deem necessary in other cases, the College may require a physician's certificate as a basis for compensation during leave.

Section 14.4. Sick Leave Pool. The sick leave pool will be administered by the faculty association in accordance with the adopted bylaws and regulations of the sick leave pool as established by the faculty association. The Board will continue to provide reasonable cooperation as may be necessary to allow the pool to function effectively.

Section 14.5. Jury Duty. Faculty members who serve on jury duty in a Court of Record of the State of Illinois, or a U.S. District Court, shall be compensated in the amount of the difference between per-diem college salary or wages and per-diem jury duty pay.

Section 14.6 Funeral Leave. In the event of the death of a member of the faculty member's immediate family, the faculty member shall be entitled to a leave of absence for up to a maximum of three (3) days for the purpose of attending the funeral. For any such days on which the faculty member would have been scheduled to work but for the leave the faculty member will suffer no loss of salary if the faculty member attends the funeral. The term "immediate family" shall mean the faculty member's spouse, child, parent, parent-in-law, brother, sister, grandparent, grandchild, or a legal guardian who has raised the faculty member. Any deviation from the above list shall be subject to the approval of the President of the College and shall be without precedential effect.

ARTICLE XV
FUTURE PLANNING AUTHORITY ON BUILDING ALTERATIONS

The Faculty Association shall have a permanent voting membership on any future committees charged with considering alteration of the existing physical facilities or the construction of new facilities. The number of members that represent the Faculty Association shall equal 1/3 of the total number of the committee.

ARTICLE XVI
ENTIRE AGREEMENT

A. This agreement, upon ratification, supercedes all prior agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for this term.

B. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, both the Board and the Association acknowledge that for the duration of this agreement, neither party is obligated to bargain collectively on any subject or matter, whether referred to or covered in this Agreement or not, even though such topics or matters may not have been considered by either or both parties at the time they negotiated or signed this Agreement.

C. Nothing herein shall be construed as precluding the parties by mutual agreement to add to, delete or alter this Agreement during the term of this Agreement.

ARTICLE XVII
SAVINGS

If any provision of this Agreement is or shall at any time be contrary to or unauthorized by law, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law; provided that in such event all other provisions of this Agreement shall continue in effect.

ARTICLE XVIII
AMNESTY PROVISION

A. The Board of Trustees and the Administration of McHenry County College hereby agree that they will not initiate, authorize, commence, or participate in any reprisals or recriminations against any employees of the College as a result of such employees' participation in or support of the collective bargaining process and/or job action, or in any event or activity resulting from their participation in or support of the collective bargaining process and/or job action.

B. The Board of Trustees and the Administration of McHenry County College further agree that they will not discriminate in regard to hiring, discipline, discharge, promotion, demotion, or assignment; nor in regard to salary, hours, seniority, or working conditions of any employee having participated in or supported said collective bargaining and/or job action.

ARTICLE XIX

TERM OF AGREEMENT

This Agreement shall be effective as of the 20th day of August, 1987, and shall remain in full force and effect until the day preceding the first faculty employment day in August, 1990. It shall automatically be renewed from year to year unless either party shall notify the other in writing at least ninety (90) days prior to August 5, 1990.

ARTICLE XX
AGENCY SHOP

1. It is recognized that the Association's duties as the sole and exclusive bargaining agent entail expenses for collective bargaining and Contract administration which appropriately are shared by all teachers who are beneficiaries of said Agreement. To this end, if a teacher does not join the Association, such teacher will:

   (a.) Execute an authorization for the deduction of a sum equivalent to the proportionate share of the cost of the services rendered by the Association in the same manner as provided in Section 5.3 of Article V;

   (b.) Pay directly to the Association a like sum.

2. In the event such an authorization is not signed or such payment is not made within thirty (30) days following the commencement of employment of the teacher or the effective date of this agreement, whichever is later, the Board shall deduct such amount in equal payments from the regular salary check of the teacher in the same manner as provided in Section 5.3 of Article V.

3. The Association, the Illinois Education Association and the National Education Association agree to defend, indemnify, and save the Board harmless against any claims, demand, suit, or other form of liability which may arise by reason of any action taken by the Board in complying with the provisions of this Section, provided that this Section shall not apply to any claim, demand, suit or other form of liability which may arise as a result of the Board's failure to comply with the obligations imposed upon it by this Section.

4. The Association shall annually certify to the Board the amount constituting each non-member employee's share, which amount shall include only such expenses expended for collective bargaining and contract administration. Such certification shall be made in writing by the Association president and submitted to the business office on September 1 of each year. In the event a teacher objects to the amount of such fee, the Association shall place the objecting teacher's fees in a blind escrow or blind trust pending final determination on the appropriateness of the fee imposed. Such determination shall be made only after a full hearing before the Illinois Educational Labor Relations Board or any impartial fact-finder appointed by the IELRB. If the teacher is

entitled to a refund, the teacher shall receive such refund plus any interest earned on the refund during pendency of the action.

5. If a non-member teacher declares the right of non-association based upon a bona fide religious tenet or teaching or a church or religious body of which such teacher is a member, such teacher shall be required to pay an amount equal to the teacher's proportionate share to a non-religious charitable organization mutually agreed upon by the teacher and the Association. If the teacher and the Association are unable to reach agreement on the matter, a charitable organization shall be selected from a list established and approved by the Illinois Educational Labor Relations Board in accordance with its rules.

ARTICLE XXI
NO STRIKE CLAUSE

During the term of this Agreement, no faculty member covered by this Agreement, nor the Association, nor any person acting on behalf of the Association, shall ever or at any time engage in, authorize, or instigate any strike, slow-down, or other refusal to render full and complete services to the Board.

In the event of any violation or violations of any provision of this Article by the Association, its members or representatives, or by any faculty member, the Association shall, upon notice from the Board, immediately direct such faculty members, both orally and in writing, to resume normal operations immediately and make every other reasonable effort to end any violation(s).

For the Board of Trustees
of McHenry County College
District No. 528

CHAIRMAN
Title

For the McHenry County College
Faculty Association

PRESIDENT
Title

MCHENRY COUNTY COLLEGE FACULTY ASSOCIATION
DUES DEDUCTION AUTHORIZATION FORM

NAME ______________________________ (Please sign in writing)

I am a member on:	I wish to pay my dues by:
_____ a. a continuing basis	_____ a. payroll deduction
_____ b. an annual basis	_____ b. cash at one time

_____ I was not a member last year, but I wish to join now.

_____ I am a new full-time faculty member and I accept the complimentary membership.

This dues deduction authorization form shall remain in effect from year to year on a continuing basis unless specifically revoked in writing to the Treasurer of the Faculty Association by the signer above. Such revocation to be made during the time period from June 1st through and including July 15th of each year.

APPENDIX B

CLASS SIZE APPEALS BOARD

1. The Class Size Appeals Board will deal exclusively with cases involving the increasing of a already established class maximums. These maximums shall be those in effect for the 1976 fall semester.

2. The Appeals Board will consist of five (5) members.

   a. Three (3) members will be selected by the Faculty Association, and shall serve for the duration of the academic year.

   b. The McHenry County College Administration will appoint two (2) members to the Appeals Board; one of those members will be from the counseling offices.

   c. The Administration will have the right to approve or veto the selections made by the Faculty Association. Likewise, the Faculty Association will have the right to approve or veto the selections made by the Administration.

3. In the event of an instructor having his/her class maximum raised, the instructor may first appeal the action, in written form, to the Office of Instruction.

   a. A meeting between the involved faculty member and the Office of Instruction will be arranged within seven (7) days of receiving the written appeal.

   b. If the matter is not resolved to the satisfaction of both parties through the meeting, the involved faculty member may then appeal his/her case to the Class Size Appeals Board.

   c. A hearing will be conducted by the Appeals Board during which both the involved faculty member and representatives of the Office of Instruction will be allowed to present their arguments.

   d. The Class Size Appeals Board will subsequently rule on the appeal of the faculty member and the decision of the Board will be final and binding for that particular appeal.

MEMORANDUM OF AGREEMENT

This Agreement entered into this 20th day of August, 1987, by and between:

BOARD OF TRUSTEES, McHENRY COUNTY COLLEGE,
COMMUNITY COLLEGE DISTRICT NO. 528

Hereinafter referred to as . . . . .Board

and

McHENRY COUNTY COLLEGE FACULTY ASSOCIATION,

Hereinafter referred to as . . . . .Faculty Association

WHEREAS, the parties are desirous of establishing a procedure to be applied in order to determine the nine month base salary for a full-time faculty member who is returning to a faculty position with the McHenry County College after having left that position to become an administrator of McHenry County College;

WHEREAS, the present agreement between the parties (commonly known as the "McHenry County College Professional Negotiation Agreement"), effective August 20, 1987, until the day preceding the first faculty employment day in August, 1990, does not provide a procedure to determine the nine month base salary for a full-time faculty member who is returning to a faculty position with the McHenry County College after having left that position to become an administrator of McHenry County College;

WHEREAS, in accordance with Article IV, Section 4.1 the parties voluntarily and by mutual consent are desirous of amending the McHenry County College Professional Negotiation Agreement.

THEREFORE, the parties hereby agree that the procedure to be applied in determining the nine month base salary of a full-time faculty member who is returning to a faculty position with the McHenry County College after having left that position to become an administrator of McHenry County College shall be as follows:

1. The individual's nine month salary for the last year (the "base year") that the individual was a full-time faculty member at McHenry County College shall be used as a base figure.

2. There shall be added to the base figure the "maintenance adjustment" received by the full-time faculty for each intervening year between the "base year" and the last year for which a "maintenance adjustment" was received.

THEREFORE, in accordance with Article IV, Section 4.1. the procedure established in this Memorandum of Agreement shall be a part of the Board's policies during the duration of the McHenry County College Professional Negotiation Agreement.

For the Board of Trustees
of McHenry County College
District No. 528

CHAIRMAN
Title

For the McHenry County College
Faculty Association

Edward Beckstrom

PRESIDENT
Title

APPENDIX D

SALARY SCHEDULE ADJUSTMENT

	Total Schedule Adjustment	FY 88 Schedule Adjustment	FY 89 Schedule Adjustment
Beckstrom, E.	818.00	409.00	409.00
Boland, G.	662.00	331.00	331.00
Brown, L.	773.00	386.50	386.50
Eckel, M.	1,878.01	939.01	939.01
Elder, D.	1,646.46	823.23	823.23
Haznedl, R.	1,647.75	823.88	823.88
Kaplan, S.	377.56	188.78	188.78
Lundgren, D.	436.84	218.42	218.42
Messling, M.	762.18	381.09	381.09
Terlep, D.	1,985.20	992.60	992.60
Tippens, D.	1,721.28	860.64	860.64
Wedekind, D.	1,766.84	883.42	883.42
Young, J.	713.42	356.71	356.71
Seidler, N.	2,968.96	1,484.48	1,484.48

YEARS SERVICE ADJUSTMENT

APPENDIX E

	Years Of Service	Years Service Adjustment
Alfus, G.	12.00	360.00
Beckstrom, E.	8.00	240.00
Beers, C.	14.00	420.00
Boland, G.	3.00	90.00
Bolger, K.	7.00	210.00
Brown, L.	3.00	90.00
Chandler, C.	14.50	435.00
Cornelius, E.	19.00	570.00
Drake, E.	15.00	450.00
Eckel, M.	4.00	120.00
Elder, D.	6.00	180.00
Frank, R.	11.00	330.00
Franz, R.	16.00	480.00
Fuhler, R.	18.00	540.00
Galloway, S.	11.00	330.00
Grove, D.	12.00	360.00
Ham, C.	18.00	540.00
Haznedl, R.	6.00	180.00
Healy, M.	1.00	30.00
Hill, D.	19.00	570.00
Hranac, R.	11.00	330.00
Jahns, R.	14.25	427.50
Kaplan, S.	9.50	285.00
Koleto, B.	19.00	570.00
Konitzer, J.	19.00	570.00
Kurtzman, M.	14.00	420.00
LeGare, S.	10.00	300.00
Locknar, S.	9.75	292.50
Lundgren, D.	6.00	218.42
Messling, M.	8.00	240.00
Popovich, R.	19.00	570.00
Rathjen, D.	11.00	330.00
Rometo, O.	14.00	420.00
Rybacek, J.	18.00	540.00
Severns, K.	13.00	390.00
Smith, D.	13.00	390.00
Stuckey, P.	18.00	540.00
Terlep, D.	4.00	120.00
Tippens, D.	5.00	150.00
Trefzger, J.	11.50	345.00
Vrett, P.	11.00	330.00
Wallace, M.	10.00	300.00
Wallace, S.	18.00	540.00
Wedekind, D.	5.00	150.00
Williamson, J.	10.00	300.00
Wittmus, J.	10.00	300.00
York, R.	10.00	300.00
Young, J.	2.00	60.00
Kiehlbauch, L.	1.00	30.00
Seidler, Nancy	6.00	180.00

007692

Moraine Valley
Community College

AGREEMENT
1986-1989

Between the Board of
Community College District No. 524,
County of Cook and State of Illinois
and the
Moraine Valley Faculty Association
A Chapter of the
Cook County College Teachers Union

Moraine Valley H.R.
Community College
10900 South 88th Avenue
Palos Hills, Illinois 60465

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THIS AGREEMENT is entered into by and between the Board of Community College District No. 524, County of Cook and State of Illinois, hereinafter referred to as the "Board" and the Moraine Valley Faculty Association, a chapter of the Cook County College Teachers Union, hereinafter referred to as the "Association" as the exclusive collective bargaining agent to the bargaining unit as defined in Article 1.

WHEREAS, the Board and the Association have voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting relations between the Board and the faculty members in the unit covered by this Agreement insofar as such practices and procedures are appropriate to the obligations of the Board to retain the right effectively to operate Moraine Valley Community College and are consonant with the paramount interests of the public; and

WHEREAS, the Association and the Board are vitally concerned with the education and welfare of the student body; and

WHEREAS, it is the intention of the parties to this Agreement to provide for the salary schedule, fringe benefits and the professional status and the best conditions of employment of the faculty members in the unit covered by this Agreement, to prevent interruptions of work and to provide for the efficient meeting of institutional purposes and the efficient operation of Moraine Valley Community College, and to provide an orderly and prompt method of handling and processing grievances:

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 The term "academic year" means the fall and spring semesters, or 12 months for faculty members employed on a 12- month basis.

1.2 The term "Agreement" shall mean this current collective bargaining Agreement between the Board and the Association. This Agreement shall not apply to the Board's continuing education general studies program, except for Section 8.6, and shall apply to all credit activity and instruction by Moraine Valley Community College.

1.3 The term "Board" in addition to meaning the Board of Community College District No. 524, County of Cook and State of Illinois, shall also mean any administrator(s) the Board may designate.

1.4 The term "College" refers collectively to the institution and to all educational facilities or academic locations under the jurisdiction of the Board and the administrative offices thereof.

1.5 The organizational structure of the college shall be at the discretion of the Board of Trustees. The Faculty Association through its president, or designee, shall be included in discussions of any reorganization of subdivision or department alignment.

Currently, the division of instruction consists of the following subdivisions:

1. Business and Industrial Technology
2. Public Service/Allied Health/Nursing
3. Liberal Arts and Science
4. Developmental Education

1.6 The term "Association" refers to the party to this Agreement which is the organization of union members at the college.

1.7 The term "Association Chairperson" refers to the elected head of the union chapter or to his elected alternate.

1.8 The term "faculty members" means the bargaining unit defined in accordance with the February 1972 rules for the recognition election: All full-time teachers (one who holds the rank of professor, associate professor, assistant professor, instructor or assistant instructor, who is eligible for a scheduled teaching load of 15 equated hours or 35 hours or 37.5 hours per week straight time) counselors, librarians, coordinators, LRC technicians, technicians in the Testing Center, advisors, excluding managerial or supervisory employees as defined by the National Labor Relations Board and all other employees of the Board. Interns or student teachers shall not be covered under this Agreement, nor shall they be considered as part-time employees.

1.9 "Laboratory courses" are generally defined by the Board as those classes in which faculty contact hours exceed student credit hours. A change in the designation of a non-laboratory course to a laboratory course or vice versa shall be done in consultation with the affected faculty members.

The Board shall not change that designation for the academic year and shall give faculty members 4 months advance written notice of any change except in changes beyond the Board's control.

1.10 The term "qualification" of any faculty member to teach a course or courses shall be as determined by the Board. Generally where possible, a faculty member should have a master's degree in the subject to be taught. However, in such areas in which the work experience and related training is the principle learning medium, the Board may deem qualified a faculty member with experience, background, or academic preparation less than a master's degree. The Board's determination of faculty members' qualifications shall, insofar as possible, be applied by the Board consistently. The same qualifications to teach shall apply to part-time and full-time faculty members.

1.11 In matters of layoff/RIF, the term "seniority" shall refer to the number of years of full-time employment as a faculty member at the college starting from the faculty member's original date of hire or if service has been broken by termination, from the faculty member's most recent date of hire. In matters of selecting base, overload, and supplemental work, departmental seniority shall refer to the number of years as a full-time member of that department or, if service has been broken by termination or transfer, from that faculty member's most recent date of service within that department. This section is not meant to imply that departmental seniority must be used to settle matters not already defined in this agreement.

1.12 The term "discipline" may include discharge.

1.13 The term "dean" shall mean "immediate supervisor" for faculty members who are not supervised by a dean.

1.14 The term "official personnel file" shall mean the personnel file of each faculty member maintained in the Human Resource Office. Personnel files normally contain the application of the faculty member, resumes, transcripts, payroll and personnel records, evaluations, and other such memos and correspondence as submitted by the immediate supervisor, dean, the vice-president, or president.

1.15 The Department Chair is a member of the bargaining unit who performs departmental administrative duties. Such duties include (but are not limited to) supervision of part-time faculty, class schedule development, curriculum coordination, and participation in budget development. The Department Chair is appointed by and serves at the discretion of the Board. However, the Board shall remove a Department Chair from that position upon receipt of a petition for such removal signed by a majority of the full-time faculty in said department. The term of office shall be two years, provided he/she is a tenured faculty member, and the department chair may succeed himself. Appointment of Department Chairs will take place prior to April 15, 1987, and prior to April 15 in all other years of appointment.

1.16 The term "academic department" refers to a group of related credit courses and/or programs designated as such by the Board of Trustees. All teaching faculty shall be included in a department structure. Included in Appendix B is an illustrative list of academic departments. The list of academic departments may changes as conditions warrant. The administrative "point" committee, with departmental involvement, including three (3) department chairs, will review and recommend any modifications within the academic department structure. The Faculty Association will be notified of any recommended changes in the structure, prior to implementation. If the Board changes a department's structure, the compensation will be recomputed in accordance with the system set forth in article 20.10 and Appendix A.

1.17 An internship coordinator is defined as a bargaining unit member who is responsible for students involved in internship activities. The internship coordinator will normally engage in direct teaching activities. Assignment is made by the Board for the academic year. Summer term assignments will be made at the discretion of the Board.

1.18 A special services coordinator is a faculty member who may agree to be assigned to non-teaching duties for part or all of his or her load. Assignment as a special services coordinator is made by the Board on a semester or yearly basis.

ARTICLE 2 - RECOGNITION, NON-DISCRIMINATION, ASSOCIATION AND BOARD RELATIONS

2.1 Association Recognition

The Board recognizes the Association as the sole and exclusive bargaining representative for faculty members in matters of salaries, wages, fringe benefits, and working conditions. This recognition shall not preclude the Board or any administrator from meeting with any member of the faculty, or any committee or group established by the college which includes members of the said faculty provided that no matters covered in this Agreement may be changed except through negotiation and agreement with the Association.

The Board shall not remove a faculty member position covered by this Agreement from the unit by reclassifying the position as a non-unit position. Job content cannot be added to or subtracted from a bargaining unit position for the purpose of eroding the Bargaining Unit.

2.2 Association Meetings

The Association shall have the right to schedule a meeting on the last Thursday of each month (except for the month of May when it shall be the Thursday of the last week of classes) during the college activity period for so long a time as the currently reserved activity periods are set aside. The dates of the Association meetings shall appear on the calendar distributed to faculty members. Every faculty member shall be free to attend such meetings. No meeting in which faculty are involved will be scheduled during the monthly Association meeting, except in the case of emergency as identified through mutual agreement of the President of the College and the President of the Association or their respective designees. In addition, the Association may meet during one additional activity period each month provided that its request is made at least 24 hours in advance, and further provided that a faculty member shall not be released from college meetings or assigned duties which his supervisor feels cannot be performed at another time to attend such Association meetings.

Voting members of the Association Executive Committee shall be free to meet each Monday from 3:30 to 5:00 p.m., provided (1) those who are teaching faculty members do not have a scheduled class during said period; and (2) those who are non-teaching faculty members shall make up any backlog of work caused by his/her attending such meeting.

2.3 Association Release Time

Effective the fall semester 1986, the Faculty Association shall be granted released time as follows:
18 contact hours in total in 1986-87, 18 contact hours in total in 1987-88, and 21 contact hours in total in 1988-89 to be distributed among Faculty Association officers as determined by the Association. The Association chairperson or his/her designee shall notify the appropriate vice-presidents of the distribution of these contact hours sixty (60) days prior to the beginning of the fall semester each year.

2.4 Discrimination

No faculty member or applicant shall be discriminated against or favored because of Association membership or activities or lack thereof, sex, marital status, parental status, age, race, national origin or religion. A faculty member shall not be rejected for a teaching or other position because of the above factors nor shall any of the above factors influence (1) employment or the level and step at which
an individual is hired, (2) promotion, (3) scheduling for overtime, (4) assignment for summer school or released time, or (5) being chosen for special projects. The Board and the Association also agree not to interfere with the right of any faculty member to become or not to become a member of the Association and that there shall be no discrimination against any faculty member because of Association membership or non-membership.

2.5 Board Authority

The Board, subject to the terms of this Agreement, on behalf of the electors of the district, retains and reserves the ultimate responsibilities for proper management of the college district conferred upon and vested in it by the statutes and the Constitution of the State of Illinois and the United States, including but not limited to the responsibilities for the right:

1. To maintain executive management and administrative control of the college district and its properties and facilities and the professional activities of its employees as related to the conduct of college affairs;

2. To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;

3. To establish methods of evaluating students' progress and courses of instruction, including special programs, all as deemed necessary or advisable by the Board;

4. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to written Board policy as the same may from time to time be amended; and

5. To determine class schedules, non-classroom assignments, the hours of instruction, and the duties, responsibilities, and assignments of faculty members.

2.6 Board Responsibilities

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Board unless and until the Board has agreed thereto in writing.

Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and other authority under the Illinois Community College Code or any other national, state, county, district, or local laws or regulations as they pertain to education.

2.7 Dues Checkoff

The Board will deduct from the pay of each faculty member from whom it receives voluntary written authorization to do so the required amount of monthly association dues. Said deductions, when calculated on a percentage basis, shall apply to the faculty member's base pay. The Association may change the method or amount of said deductions upon written notice to the College by the Treasurer of the Cook County College Teachers Union. The dues and a list of employees from whose pay the dues have been deducted, along with the amount deducted from each and a list of Association members who had authorized such deductions and from whom no deductions were made, shall be forwarded to the Association

no later than 7 days after such deductions were made. The Association agrees to indemnify and hold the Board harmless against any and all claims, suits or judgments against the Board as a result of any action taken or not taken under this section.
The payroll deduction authorization form shall be shown as follows:

TO THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 524:

I hereby authorize and direct the Board of Trustees of the Community College District No. 524 through its officers, agents, and employees, to deduct from the portion of any salary due me each month the amount as certified by the Cook County College Teachers Union at the current rate of dues. Such deduction is to start immediately after the date of this authorization.

I further authorize and direct you to transfer and pay such sum so deducted to the Treasurer of the Cook County College Teachers Union, 343 South Dearborn Street, Chicago, Illinois 60604.

In consideration of the above described service rendered by the Board of Trustees of Community College District No. 524, its members, officers, agents, and employees, the undersigned hereby releases and discharges the Board, its members, officers, agents, and employees of and from any and all liability whatsoever arising as a result of the authorization herein given.

This authorization is revocable by me upon 30 days' written notice prior to March 1 or October 1 of any year to the Cook County College Teachers Union and the Board of Trustees of Community College District No. 524 or upon termination of my employment. It is understood this service shall be limited to deduction to one employee organization for any individual employee, and that no partial deductions will be made.

____
Employee Signature

Effective Date ______________________________

Social Security Number ______________________

Position Title ____________________ Annual Salary ________

____
Last Name First Middle

Address _____________________________________

College _____________________________________

2.8 Fair Share

The Association will represent all of the faculty members eligible for membership in the bargaining unit, members and non-members, fairly and equally.

Faculty members covered by this Agreement shall be required to maintain membership in the Association or to pay, in lieu of dues, a fair share fee consisting of their proportionate share of the collective bargaining process, contract administration, and in pursuit of matters affecting wages, hours and other conditions of employment. The amount of the fee shall be certified to the Board by the time and in the same manner as dues checkoff deductions.

Should any faculty member object to paying a fair share fee to the Association on the basis of religious beliefs and tenets as allowed by Public Law 83-1014, Section 11, an amount equal to the employee's fair share shall be paid to the Moraine Valley Community College Foundation or to a non-religious charitable organization mutually agreed upon by the employee and the Association. If the employee and the Association are unable to agree on the matter, payments in lieu of fair share shall be made to a charitable organization from a list of charitable organizations approved by the Illinois Educational Labor Relations Board. The Association shall certify to the Board the charitable organization to which such payments are to be made, or the employee may elect to make such payments directly to the designated organization, provided that written receipts evidencing payment are supplied to the Association on a monthly basis. It shall be the sole responsibility of the Association to monitor and insure compliance of those employees who may elect to make such payments directly to a designated organization.

ARTICLE 3 - ACADEMIC FREEDOM AND FACULTY RIGHTS

The Board recognizes its responsibilities to protect and encourage the search for truth and its dissemination, as each faculty member must recognize his obligations in these matters. Each faculty member, as a teacher, an individual citizen, and a representative of the college, enjoys certain rights and certain responsibilities including, but not limited to, the following:

3.1 Classroom

Each faculty member who teaches shall be entitled to freedom in the classroom in presenting and discussing his subject and shall have the right to introduce into his teaching, on the basis of his professional judgment, any matter related to his subject, provided that the Board or its designee shall have the right to question and ultimately decide upon any matter introduced into teaching which may not be consistent with the written policies of the Board or if time is a consideration, the

3.6 Free Speech

Each faculty member is obligated to do whatever is necessary to clearly indicate whether or not he is a spokesman for the Board or the college when speaking or writing in a public forum concerning college, community, social, political or economic issues. This shall not include presentations before professional societies.

3.7 Nondiscrimination

Each faculty member is entitled to full rights of citizenship, and no religious or political activities of his or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of said faculty member, provided that such activities do not violate this Agreement or any national, state, county, district, or local law or regulation or any constitutional provision, or lawful policy of the Board.

3.8 Public Expression

When a faculty member speak or writes, his/her special position imposes special obligations. The public may judge his/her co-faculty members and/or the college by his/her utterances. Hence, the faculty member shall at all times try to be accurate and should show respect for the opinion of others.

3.9 Academic Credit and Grades

Faculty shall have complete and sole discretion/responsibility in the determination and issuance of academic credit and grades, whether via standard coursework, non-traditional learning, mediated instruction or A.P.K. evaluation subject to departmental policy and the procedures of the Division of Academic Affairs.

The due date for final grades shall be the Friday of the final week of each semester or summer session. Extensions to the following Monday may be granted by the immediate supervisor upon request.

ARTICLE 4 - RENEWAL, TERMINATION, OR LAYOFF OF NON-TENURED OR TENURED FACULTY MEMBERS

4.1 Granting of Tenure

Tenure shall be granted to a faculty member within the sole and exclusive discretion of the Board, provided that the denial of tenure shall not be for arbitrary or capricious reasons.

4.2 Time Frame

Upon recommendation by the President and approval within the discretion of the Board, tenure shall be granted to a faculty member after he/she has been offered and has accepted a contract for the fourth consecutive year of full-time service at the college, unless he/she is notified that his/her probationary period has been extended for not more than one year. The Board action on the extension of probation shall be made no later than the February Board meeting in the academic year of the third consecutive year of full-time service at the college and shall specify the reasons for extension of the probationary period.

4.3 Non-Tenured Faculty

The Board shall have the sole and exclusive right to evaluate non-tenured faculty members for the purpose of renewing their reemployment contracts, with the exception that a faculty member shall not be denied the renewal of his/her contract if the evaluation procedure has not been followed.

4.31 The evaluation procedure shall be as defined in Article 7.1. Denial or postponement of tenure shall not be for the reason of incomplete evaluation process, shall not be based solely on student evaluations, and shall not be for arbitrary or capricious reasons.

4.32 The decision to continue or to terminate the employment of said non-tenured faculty member shall be communicated to him in writing no later than 60 days prior to the end of the first academic year. In subsequent academic years, the Board decision shall be made no later than the February Board meeting. If said non-tenured faculty member is denied renewal of his employment contract, the decision shall be communicated in writing no later than March 1st and shall state the reason or reasons for such denial. The decision denying renewal of employment contracts shall be deemed confidential. Should a decision to terminate be communicated later than the aforesaid date, then the said faculty member shall be offered one additional year of employment. If the decision is to continue his employment, he shall be tendered an employment contract for the next academic year.

4.33 The administration will inform in writing faculty members and the Faculty Association of its recommendation of non-renewal of a faculty member's contract, or of extension of probation, at least five (5) calendar days prior to Board action on the recommendation. Notice to the Association shall be considered given on the date received by the Association President or, if he/she is unavailable, by another Association officer. Receipt shall be acknowledged in writing. Notice to the affected faculty member(s) shall be considered given on the date it is mailed by certified mail return receipt requested.

4.34 Employment contracts shall be sent via certified mail or delivered personally to faculty members who shall sign for receipt thereof.

4.4 Dismissal of Tenured Faculty

4.41 Termination of appointment of a tenured faculty member shall be considered a very serious matter. His professional career and livelihood are both endangered. When it is decided to take such action, the faculty member shall be informed in writing. In addition to the reasons set forth below, a faculty member may be disciplined or discharged for just cause. Any such discipline or discharge for just cause may be grieved under the grievance and arbitration provisions of this agreement.

4.42 Permanent health disability, as determined by a physician mutually agreed upon by the Board and the faculty member, which makes impossible the performance of contractual duties

4.43 Unwillingness to continue service in the area of specialization for which the faculty member was initially employed

4.44 A faculty member may be disciplined if he/she persists after one written warning from the Vice President for Academic Affairs in violating Section 3.6 of this Agreement.

4.45 Professional incompetence

4.46 The indictment for a felony may be considered by the Board as adequate grounds for suspension. Conviction of a felony may lead to dismissal. However, if the conviction of a faculty member is overturned on appeal, he shall be reinstated with all the rights and privileges he enjoyed prior to his dismissal. When the accused is not convicted, he shall be reinstated to his position with all rights and privileges and all records of the indictment shall be stricken from all college records. If the said faculty member is convicted and said conviction is not overturned on appeal, if any, the suspension shall be without salary. If the said faculty member is not convicted or if his conviction is overturned on appeal, the suspension shall be with salary.

4.47 When it is decided to terminate the services of a tenured faculty member for reasons set forth in Sections 4.41-4.47 above, he shall be informed in writing by the President of the College of the reasons for his termination. The Board, as a general committee, shall hold a trial for such purpose if requested by the said faculty member. A copy of the written charges shall be presented to the said faculty member at least 60 days prior to the time the Board holds the trial, and the said faculty member shall have the right to be present with counsel at the trial, offering evidence and making defense thereto. The decision and action of the Board, as determined by a majority of the full membership of the Board, shall be final.

4.48 The Board may presume that tenured faculty members will continue their employment with the Board; therefore, such faculty members will not be given notice of their continuation of employment, provided that tenured faculty shall communicate in writing to the designated representative of the college any decision to terminate their employment on or before March 15.

4.5 Discontinuance of Academic and Career Programs

If a faculty member's area(s) of teaching, or a non-teaching faculty member's job classification is discontinued, every effort shall be made by the administration to find another appropriate assignment for the faculty member within the college. If discontinuance is deemed necessary, the Board shall notify the faculty member at least 6 months prior to the beginning of the semester in which the discontinuance will occur, except for circumstances beyond the Board's control, such as a drop in enrollment, in which event said notification shall be as soon as the Board makes its decision. If the faculty member's said area of teaching or job classification is reinstated, the faculty member shall have the first opportunity for reemployment in the position for a period of twenty-four months.

4.6 Reduction in Force

If the Board shall determine it is necessary to decrease the number of faculty members employed, the following procedures will be followed:

1. The decision concerning a reduction in force shall be made no later than the February Board meeting. Notice of the decision shall state the reasons for the Board's action.

2. The administration will notify the affected faculty member and the Faculty Association of its recommendation at least five (5) calendar days prior to the February Board meeting. Notice to the Association shall be considered given on the date received by the Association President, or, if he/she is unavailable, by another Association officer. Receipt shall be acknowledged in writing. Notice to the affected faculty member shall be considered given on the date it is mailed by certified mail return receipt requested.

3. Non-tenured faculty members in the affected area, program, building, subdivision, college, etc., whichever is applicable, shall be laid off first, and any provision to the contrary in the non-tenured faculty member's individual contract of employment shall be null and void.

4. If tenured faculty members are laid off due to reduction in force or discontinuance of a particular type of teaching service or program, no tenured faculty member may be laid off while any non-tenured faculty member, or any other faculty member with less seniority, is retained to render a service which

the tenured faculty member is competent to render. There shall be no bumping as a result of this procedure except that a tenured faculty member who would otherwise be laid off may bump once in order to replace a non-tenured or less senior tenured faculty member in another area, program, building, subdivision, etc., where the more senior tenured faculty member is competent to render the service which would otherwise be performed by the non-tenured or less senior tenured faculty member. If two or more faculty members have the same beginning date, the earlier date of part-time employment, or, if none, the date of the application shall apply.

5. A faculty member shall not be laid off without his consent if part-time assignments are being maintained which would constitute a full-time normal load for which the faculty member is qualified to teach.

6. The administration shall eliminate or reduce overload assignments within course areas if the administration can maintain a normal load for a faculty member who otherwise would be laid off.

7. A faculty member who receives a notice of layoff may in lieu thereof exercise his/her option for a retraining leave, as contained in Article 11.3, or option to request a one-year leave of absence without pay.

8. Upon request by the Association, the President shall meet with Association representatives to discuss whatever suggestions the Association might have concerning layoffs.

9. Recalls from layoff of non-tenured faculty members shall be in the reverse order of layoff, provided that the senior faculty member recalled has relatively equal qualifications, ability, and experience. For the period of 24 months from the beginning of the academic year for which the faculty member was dismissed, any faculty member shall have the preferred right to reappointment to a position entailing services the faculty member is competent to render prior to the appointment of any new faculty member, and no non-tenured faculty member or any other less senior tenured faculty member shall be employed to render a service which a tenured faculty member is competent to render. Notice of recall shall be sent via certified mail to the faculty member's last known address. If a faculty member does not respond within 7 days of receipt of the notice, but not longer than 14 days from the mailing of the notice, the Board may fill the vacancy.

ARTICLE 5 - (Previous Article 5 is incorporated in Article 4.)

6.3 below. For purposes of determining the number of points to be assigned a faculty member, calculations shall be made from the beginning date of a faculty member's full-time employment at the college. Supplemental points will be earned only while an individual is a faculty member. Present side agreements to the contrary, if any, are null and void.

6.21 Each faculty member will earn 16 points for each contractual year (8 points for each contractual semester) at MVCC. It is understood that the foregoing sentence is not a precedent with regard to maximum and/or supplemental contracts for faculty members.

6.22 One point will be expended for each credit hour of supplemental work. All supplemental contracts, whether teaching or special assignments within the college, shall expend points. The number of points shall be determined by the administration but generally where possible shall be based on an equated credit hour basis. The Association shall be notified of point expenditures for special supplemental assignments.

6.23 When two or more faculty members who have equal point accumulations apply for the supplemental assignments, assignments will be made according to seniority.

6.24 The Vice President for Academic Affairs or his designee will maintain a list of point accumulations for all faculty members. Supplemental point calculations shall be based on accrued service through the close of the spring term each year. Point accumulations will be distributed to the faculty at the beginning of the fall term each year reflecting point accumulations at that time.

6.25 After all faculty members have had the opportunity to select up to 8.5 equated credit hours of supplemental assignments, faculty members who wish to do so may then select further supplementary assignments up to a total limit of 15 for the 12 month period.

6.3 Deviation from Supplemental Selection Process

Where the Board develops or continues innovative, experimental or unique concepts of education, the faculty members involved shall have first priority for assignments during a supplemental session without regard to the faculty member's number of points. By way of illustration, there may be deviation for a new course to be added to the college catalog or for the continuation or development of an experimental instructional mode which has been approved in writing by the Vice President for Academic Affairs. Further, if a faculty member's supplemental class is cancelled, the faculty member, if qualified to do so, may choose another class scheduled to be taught by the faculty member with the lowest number of points.

6.4 Overload Selection Procedure

When faculty in each department/discipline have completed selection of their base load, the remaining courses in each department/discipline will be distributed in the following order:

a. Full-time faculty will have the right to select up to six (6) hours of overload in the department/discipline to which they have been assigned.

b. Teaching faculty who are qualified may select from the remaining courses in other departments/disciplines.

c. Other qualified bargaining unit members may select from the remaining courses.

d. Qualified college employees who are not members of the bargaining unit may select from the remaining courses.

e. Part-time teachers will be hired for the remainder.

6.5 Bumping Procedure

When any class selected by a full-time faculty member is cancelled for any reason, he may select as a replacement any credit class selected lower in the process. Example: full-time faculty in their own departments/disciplines may bump anybody in B, C, D, or E, according to Article 6.4

If a faculty member loses a class by bumping, he may in turn select a replacement from those selected lower in the process, provided that all bumping be completed by the second day of the semester.

6.6 Unified Schedule Publication

Faculty members shall select supplemental work under the provisions of this Article 6 no later than one week after the unified schedule is published, according to the policies and procedures of the unified scheduling system including:

a. Extension centers
b. Alternative Learning (including telecourses and weekend college)
c. Community and Continuing Education
d. Employment Training Center (including the Employment Skills Institute)

ARTICLE 7 - EVALUATION

7.1 Tenured Faculty

Evaluation for tenured faculty members shall be used for professional growth. It is understood that the comprehensive evaluation system used in 1982-83 is the system that will be continued in use. The evaluation shall consist of four (4) parts:

a. Self-Evaluation
b. Peer Evaluation (two persons)
c. Administrative Evaluation
d. Student Evaluation

All four (4) parts shall be administered no more than once every three (3) years. However, any or all parts of the evaluation may be administered more often, upon request by the faculty member or the dean. The President of the Faculty Association shall be informed of all such requests. The reasons for the request shall be stated in writing by the dean, if requested by the faculty member.

The faculty member will select the peer-evaluators. A conference will be held between the Dean and the faculty member for the purpose of review.

The student evaluation shall be administered in two (2) classes chosen by the faculty member. More than two (2) classes will be evaluated if requested by the instructor.

7.2 Non-tenured Faculty

Non-tenured faculty members shall be evaluated at least once a year by themselves, by their students, and by their administrators. Self-evaluations shall be submitted upon request of the faculty member's immediate supervisor. Peer evaluations, which shall be confidential, may be submitted at the discretion of the faculty member or his immediate supervisor provided that the immediate supervisor and the faculty member mutually approve the evaluator. Non-tenured faculty members who teach three classes shall have student evaluations administered in two of those classes as designated by their immediate supervisor.

Non-tenured faculty members who teach four or more classes shall have student evaluations administered in three of those classes as designated by their immediate supervisor. All evaluations shall be discussed in detail in an annual conference between each non-tenured faculty member and his immediate supervisor.

ARTICLE 8 - SCHEDULING AND TEACHING ASSIGNMENTS

8.1a Alternative Learning

Subdivision schedules including off-campus courses shall be prepared by the deans of instruction, taking into consideration any recommendations forwarded by the faculty. Subdivision schedules shall be available for faculty selection of courses no later than April 15 for the fall semester, and November 15 for the spring semester.

The Alternative Learning schedule shall be prepared by the Director of Alternative Learning, taking into consideration any recommendations forwarded by the faculty. Alternative Learning schedules shall be made available for faculty selection one week before regular subdivision schedules are made available to the faculty. Faculty members wishing to teach an Alternative Learning class should contact the Director of Alternative Learning or a designee within two weeks after the distribution of the Alternative Learning schedules (this provision may be modified by procedures established in the unified schedule system). Approval of assignment to teach any course scheduled through the Alternative Learning unit shall be the right of the administration of the Alternative Learning unit provided refusal is not for arbitrary or capricious reasons, and subject to the provisions of 8.4.

8.1b Employment Training Center and Employment Skills Institute

In those instances where it is impossible for the Employment Training Center (ETC) and Employment Skills Institute (ESI) to prepare any portion of its schedule of credit courses within the time frames of the unified schedule, the proposed offerings shall be communicated to the appropriate department chair(s). After consultation with the department chair(s), the schedule shall be forwarded to the appropriate administrator who shall have final authority to approve or revise the schedule of proposed offerings. The department chair shall develop a process for equitable distribution of such work should it be available.

Faculty shall have the opportunity to select ETC credit courses in the manner stipulated in Article 6.4. Any portion of the teaching load that exceeds twenty-one (21) ECH as a result of selecting these courses shall be considered as a supplemental teaching assignment with the expenditure of points as stipulated in article 6.22. Supplemental point expenditures for ETC and ESI courses shall not exceed the greater of two (2) courses or six (6) ECH at a time (nor 15 ECH per year). Payment shall be at the appropriate supplemental or overload rate. Credit courses offered through the ETC/ESI shall be scheduled at the same number of contact hours as the same course would be scheduled in the credit division. If, however, the number of contact hours of said course should exceed the normal contact hours, such excess hours will be paid at the substitute rate.

Credit courses shall not exceed 17 weeks of instruction in each semester unless extended by the instructor.

8.2 Base Load Selection Process

The method of selecting base load is a departmental decision. However, if unanimous consent on the method of selection cannot be reached, the following procedure shall be used. Faculty members within each department will meet to select their base load from unified/department schedules. The selection of courses shall be completed within one week of the distribution of the unified/departmental schedules. If said selection by the department faculty members cannot be reached within one week, the dean shall make the assignments, subject to the conditions in Section 8.3 below. Faculty schedules after the above procedure has been followed are subject to the approval of the dean.

8.3 Scheduling Limits

The dean may not, without the faculty member's written consent, assign a faculty member a schedule in which one or more classes are before noon and the other class(es) begin(s) after 4:00 p.m. on the same day. When a faculty member is assigned a class which ends after 8:00 p.m., the dean may not, without the faculty member's written consent, assign that faculty member to any class beginning before 9:00 a.m. on the next morning. No faculty member shall have more than 7 clock hours of teaching per day without the written consent of the faculty member and the dean. A faculty member shall be assigned by the Board to no more than 3 preparations per semester without his written consent, except where it is necessary to give the faculty member his minimum hourly load.

8.4 Overload Selection Procedure

The method of selecting overload is a departmental decision. However, if unanimous consent on the method of selection cannot be reached, the following procedure shall be used. The selection shall be made on a rotational basis. The person first in the rotational order may select up to a maximum of six hours of overload. The person who is the first in the rotational order shall be in the last position for next semester's overload selection. The initial rotational order shall be determined by seniority as defined in Article 1.11. Faculty schedules after the above procedure has been followed are subject to the approval of the dean.

8.5 Base and Overload Selection Outside the Department

Regular load and overload and supplemental shall be selected from a faculty member's own department schedule, whenever possible, in accordance with Sections 8.1 through 8.4.

If sufficient overload is not available from a teaching faculty member's own department schedule, that faculty member may choose courses, for which he/she is qualified, according to Article 6.4 (subject to the provisions of the unified scheduling system) within five school days of the close of the initial one-week selection period referred to in Section 8.2.

Faculty members who could not complete their regular loads from their department schedules shall have priority to complete their regular loads from other department schedules prior to faculty members in those departments selecting overload.

Counselors, advisors and librarians who qualify to teach other academic and/or program courses offered by the college shall be allowed to select courses for overload and supplemental, according to Article 6.4, from course lists maintained by each subdivision dean. These course selections shall be made within five school days after the date by which full-time teaching faculty must complete their course selections within their departments, subject to the provisions of the unified scheduling system.

8.6 Community Services and Employment Training Center

Faculty members shall receive copies of the proposed offerings in Community Services and Employment Training Center as soon as they are available, subject to the provisions of the unified scheduling system. Faculty members may apply as any other applicant to teach non-credit Community Services and non-credit Employment Training Center courses, provided that the total time for classroom teaching and release time, which are based on fifty (50) minute academic hours, shall not exceed thirty-five (35) clock hours per week. A faculty member who develops a course or workshop for Community Services or the Employment Training Center shall have priority in teaching or conducting it for a period of one year.

8.7 Counselors, Advisors, Librarians, and Technicians

Any changes in past practices during the 1971-72 year concerning the scheduling, assignment and compensation for responsibilities for counselors and librarians shall not be made without notice to them.

8.71 Counselors and Advisors

8.711 Counselors and Advisors will be employed for the academic year; assignments beyond the academic year shall be voluntary, provided that, however, assignments two weeks prior to the beginning of the fall and spring semesters and three weeks following the end of the spring semester shall, within the sole and absolute discretion of the Board, be a condition of employment for counselors and advisors; said assignments shall be compensated on the basis of counselors' and advisors' pro rata weekly salary for the academic year.

A special services coordinator as per Articles 1.18 and 20.8 will be selected from the counseling staff, to provide administrative support in budget preparation, scheduling, hiring recommendations for part-time counselors and advisors and other duties that may be assigned.

8.712 Counselors and Advisors shall work 35 hours per week straight time 34.4 weeks per academic year; in creating their weekly work schedules, the counselors and advisors can create, but are not limited to, a flexible schedule, subject to the approval of the Executive Dean of Student Development. Counselors and advisors will work the same number of days within the 34.4 weeks per academic year as the teaching faculty and as per Article 8.711. An overload for a counselor or advisor shall be defined as teaching a course from a subdivision schedule and/or performing counselor or advisor duties beyond a 35 hour per week load. Counselors and advisors shall work nights, as directed, during each week of orientation before the Spring and Fall semesters; one evening per week for each other work week as directed; and, as to the counselors and advisors hired after June 30, 1976, to the extent and under the conditions of their hiring as a condition of their employment. All other night work for counselors and advisors shall be voluntary, provided that if there are no volunteers and counselors' and advisors' immediate supervisor shall assign said night work as the said supervisor requires.

8.713 Counselors desiring overload from the subdivision schedule shall notify their immediate supervisor.

8.714 Counselors shall select regular and overload courses in accordance with Section 8.4, 8.5, and 8.7111-9.

8.715 Counselors overload compensation for courses from the subdivision schedules shall be consistent with Section 6.1.

8.716 For special assignments not covered in 8.712 above, counselors and advisors shall be compensated by mutual agreement between the faculty members and their immediate supervisors.

8.717 Counselors shall have priority over other members and over non-members of the bargaining unit in teaching Psychology 100 (Human Potentials) and teaching workshops developed within the Student Development unit of the Student Life and Community Services Division as part of their regular load. Each counselor shall have the option of selecting from the Fall and Spring course offerings one or two sections of Psychology 100, subject to the approval of the Executive Dean of Student Development.

8.718 The criteria for evaluation for counselors shall be the document, Counselor's Evaluation Criteria, dated 3/6/74. This document shall be provided to counselors upon request. Any change in said evaluation criteria shall only be made after notice to and consultation with the Association.

8.719 The criteria for evaluation for advisors shall be the document, Evaluation Criteria, dated 6/19/73. This document shall be provided to advisors upon request. Any change in said evaluation criteria shall only be made after notice to and consultation with the Association.

8.7110 The counselors' and advisors' immediate supervisor shall establish the objectives and activities required to be performed by counselors and advisors after consultation with the counselor and advisor in an attempt to agree on said objectives and activities, subject to provisions of Article 7.

8.7111 Counselors and Advisors Supplemental Contracts

1. Each 35 hour week of supplemental pay for counselors and advisors employed for the academic year shall be compensated on the basis of 100% of the counselor's and advisor's pro rata salary. A supplemental contract is defined as any work beyond the regular 34.4 week academic year.

2. Where the Board determines there is a need to have counselors and advisors work supplemental contracts, the selection of counselors and advisors on academic contracts working during the supplemental contract period will be made according to the following point system. Qualified counselors and advisors will work the supplemental contracts with work responsibilities consistent with the job descriptions and responsibilities maintained during the academic year and according to past practices; for example, counselors and/or advisors in the counseling area would not be qualified to obtain supplemental contracts in the Financial Aid and Placement, and Admissions area or vice-versa, unless the Vice President for Student Life, in his sole discretion, concludes otherwise, provided, however, that counselors and advisors shall not be assigned supplemental contracts in any of said two areas without their individual consent. Counselors and advisors with the highest accumulation of points will receive first priority in assignment for the supplemental contracts, except as provided in the sections below. For purposes of determining the number of points to be assigned a counselor or advisor, calculations shall be made from the beginning date of the counselor's or advisor's full-time employment at the college: provided that for any Board employee hired on or after July 1, 1980, calculations shall be made from the beginning date of the counselor's or advisor's full-time employment as a counselor or advisor at the college.

a. Each counselor and advisor will earn 16 points for each contractual year (eight points for each semester) at MVCC. It is understood that the foregoing sentence is not a precedent with regard to maximum overload and/or supplemental contracts for faculty.

b. One point will be expended for each week of work during the supplemental contract. All supplemental contracts, no matter what the responsibilities within the college, shall expend points. The Association shall be notified of point expenditures for special projects and/or assignments.

c. When two or more counselors or advisors who have equal point accumulations apply for the supplemental contracts, assignments will be made according to seniority.

d. The Vice President for Student Life or his designee will maintain a list of point accumulations for all counselors and advisors and shall distribute such lists to them two weeks in advance of the choice of supplemental contract work.

3. No part-time counselor or advisor shall be assigned to work a supplemental or overload contract when a full-time counselor or advisor is available and wishes the supplemental or overload work.

4. The Executive Dean of Student Development shall determine whether or not there shall be supplemental contracts. Counseling staff recommendations, if any, shall be considered by the Executive Dean of Student Development. Said Executive Dean shall prepare supplemental contracts, if any, for counselors and advisors on or before March 15 for summer work and on or before November 1 for winter work. Counselors and advisors will meet to select said supplemental contracts with the assistance and agreement of the Executive Dean. The selection of said supplemental contracts shall be completed by April 1 for summer work and by November 15 for winter work. In any case where said selection cannot be completed by April 1 and November 15, respectively, assignments shall be made on an inverse seniority rotating basis in accordance with Section 8.7111-5 below, and subject to the provisions of Article 8.711.

5. Counselors and advisors will be employed for the academic year. Counselors' and advisors' work beyond the academic year shall be offered on a voluntary basis, subject to the conditions in sections 8.4, 8.5, and 8.711.

6. Any counselor or advisor who teaches a course for supplemental work shall expend one point per credit hour.

7. Counselors and advisors may work the equivalent of 27 ECH of overload and/or supplemental work during a

12-month period. As many as but no more than the equivalent of 6 ECH overload can be selected during the fall or spring term. As many as but not more than the equivalent of 9 ECH of supplemental work can be selected during the primary summer session. Counselors and advisors may work as many as but no more than 8 ECH of supplemental contracts during the supplemental year. However, if additional supplemental work becomes available, or if original supplemental work has not been selected, selection shall be reinitiated according to the above point system.

8. The Vice President for Student Life shall determine within his discretion whom shall receive supplemental contracts for specific projects, pending the acceptance of the contract by the counselor or advisor, notwithstanding anything herein to the contrary.

9. Counselors and advisors who qualify to teach other academic and/or program courses offered by the college shall be allowed to select courses for overload and/or supplemental from the college schedule after all full-time teaching faculty have chosen their schedules and prior to any such selection by part-time employees. Any counselor or advisor who teaches a summer school course shall expend one point per credit hour.

10. Their immediate supervisor shall determine the number of counselors and advisors who may attend faculty meetings, workshops, etc., held at the beginning of semesters for the benefit of all faculty members. Said meetings, workshops, etc., shall be video-taped. Any counselor or advisor who is not permitted to attend said meetings, workshops, etc., shall be relieved from his or her regular duties in order to view the said taped proceedings during his or her regular work week.

11. Not more than once in any year, a counselor or advisor who has been assigned to a special area or project may request reassignment. Such request will normally be granted if there is another qualified counselor or advisor available and willing to accept the assignment which would be vacated.

12. No counselor or advisor will be assigned to financial aid advising, veterans advising or general admissions advising during the academic year, unless agreeable to the counselor or advisor and his/her immediate supervisor.

8.72 Librarians

8.721 Librarians shall work 35 hours per week straight time on a twelve month basis, provided, however, that any librarian who wishes to have an academic year contract may submit a written request to the Vice President for Academic Affairs by March 15 of the preceding academic year. The Board agrees to grant at least one such academic year contract in any year that it is requested. If more than one librarian requests an academic year contract, the librarian with the most seniority who has not previously held such a contract, or for whom the longest time has elapsed since the librarian last held an academic year contract, shall be granted the academic year contract. It is understood that a librarian with an academic year contract will have a full summer off and not have the time split between two different summers.

With the mutual consent of the librarian and the immediate supervisor, weekly work schedules may be flexible.

8.722 The Board shall have the right to establish evaluation procedures, provided that changes in such procedures shall be after notice to and consultation with the Association. Currently, the sole evaluation documents are those developed by the Faculty Evaluation Committee with LRC Professional Services, (dated January 1, 1983), which documents shall be provided to librarians.

8.723 Contracts for librarians shall specify Library position and academic rank (for example, Assistant Librarian with rank as Assistant Professor).

8.724 Assignments to librarians beyond 35 hours of work per week, such as teaching a course from a subdivision schedule or hourly overtime beyond their 35 hour per week work load, shall be considered overload. No part-time librarian shall be assigned to work overload when a qualified full-time librarian is available and wishes the overload work. Furthermore, if a Library Assistant Option class from the Educational Paraprofessional Program is part of a librarian's overload and is cancelled, that librarian may choose another library aide class for which he or she is qualified from among those library aide classes then unassigned or tentatively assigned to a part-time librarian or teacher, subject to Section 8.4 and 8.5.

8.725 Librarians who qualify to teach other academic and/or program courses offered by the college shall be allowed to select courses for overload and/or supplemental from the college schedule after all full-time teaching faculty have chosen their schedules and prior to any selection by part-time employees. Any librarian who teaches a supplemental course shall expend 1 point per credit hour. Notice of the availability of the schedules of courses for overload and/or supplemental shall be provided to librarians by the Vice President for Academic Affairs or his designee within five school days after the date by which full-time teaching faculty must complete their course selections with their subdivisions.

8.726 Librarians shall select overload courses in accordance with Section 8.4 and 8.5. No full-time librarian shall be required to select or be assigned overload without his or her consent.

8.727 Librarians' overload compensation for courses from subdivision schedules shall be consistent with Section 6.1.

8.73 Technicians

Technicians in the Testing Center shall work 35 hours per week straight time for the academic year; provided, however, that assignments beyond the academic year shall, within the sole and absolute discretion of the Board, be a condition of employment. Assignments in the Testing Center beyond 35 hours per week shall be compensated on the basis of 100 percent of the technician's pro-rata salary. The Testing Center Technician(s) shall select supplemental work assigned to the Testing Center first. No work assigned to the Testing Center(s) shall be performed outside the physical facilities known as the "Testing Center(s)".

8.74 Developmental Education Instructors

8.741 Full-time faculty members in the Developmental Education Center shall be treated as teaching faculty members, except that their duties shall consist of teaching courses offered through the Developmental Education Center, tutoring, and/or special project responsibilities.

8.742 If any course section offered through the Developmental Education Center which is part of a Developmental Education faculty member's load is cancelled, the faculty member shall have the right to elect: (1) to teach any available unassigned class offered through the Developmental Education Center or class offered through the Developmental Education Center tentatively assigned to a part-time faculty member (subject to Sections 6.4 and 8.4) that the Developmental Education faculty member is qualified to teach and, subject to the approval of the immediate supervisor; (2) to conduct additional tutoring hours in the Developmental Education Center; and/or (3) to work on special projects in the Developmental Education Center.

8.8 Internship Coordinators

In occupational programs where students are required to complete a period of internship activities, the college may designate one member of the program staff to serve as internship coordinator.

Internship coordinators shall be members of the faculty and as such will normally engage in direct teaching activities in the program each term. In programs which contain courses which are clearly identified as internships, the internship coordinator shall assume the responsibility for the activities associated with these courses. Program courses designated as seminars shall be considered part of the teaching load of the internship coordinator for which ECH shall be granted.

8.81 The workload for internship coordinators is set on an equated credit hour (ECH) basis as set forth in Section 8.82 below, and internship coordinators will be employed for the academic year; assignments beyond the academic year shall, with the sole and absolute discretion of the Board, be a condition of employment for internship coordinators, subject to the provisions of Section 6.1. Summer term supplemental appointments will be arranged on an individual basis with the Subdivision Dean. If an internship coordinator who formerly was a teacher elects to return to full-time teaching, the internship coordinator shall have the opportunity to do so, if qualified, when the first opening occurs in the teaching area, provided that the administration is able to fill the internship coordinator's position.

8.82 Effective Spring 1984, a regular load for internship coordinator shall be the same as for teaching faculty and shall consist of teaching and internship program management and internship duties. The teaching assignment of internship coordinators shall be reduced for the purpose of performing duties required for program management and internship coordination according to the following guidelines provided the total ECH for internship program-management duties for the fall or spring semester shall not exceed 21.

1. 3.00 ECH shall be granted each term for each program coordinated for internship program management and internship coordination duties regardless of the number of interns, number of affiliate sites or type of program.

2. In addition to the basic grant above:

a. .25 ECH shall be granted for each student serving in an internship provided the internship constitutes a minimum of 15 contact hours per week for the student.

b. .25 ECH shall be granted for each affiliate in excess of 15 per program per semester.

c. .125 ECH per intern shall be granted for each intern placed and supervised during the summer.

d. Summer term supplementary appointments for program management will be arranged on an individual basis.

3. For coordinating developing programs or for purposes in which special problems of a temporary nature exist, additional ECH may be granted on a semester basis providing the total ECH for coordination of a single program does not exceed 21.

8.9 Health Science Teachers

Effective September 30, 1974, the workload for health science teachers will be converted to an equated credit hour (ECH) basis, and they shall be employed for the academic year, provided, however, that assignments beyond the academic year shall, with the sole and absolute discretion of the Board, be a condition of employment for health science teachers, subject to the provisions of Section 6.1. A regular load and teaching assignments for health science teachers shall be the same as for other teaching faculty members, provided that clinical instruction shall be compensated on the same basis as classroom instruction. Nursing faculty members who are assigned an additional responsibility of supervising and coordinating instruction in the ADN Lippincott Learning Lab shall receive 1 ECH per semester for such assignment.

8.10 Lead Teachers

In courses where team teaching is utilized, the college may, with the consent of the individual, designate one member of the faculty team to serve as lead teacher.

Lead teachers will normally engage in direct teaching activities in the course each term. They shall also assume ultimate responsibility for coordinating the course and shall provide leadership to the team members and students involved in the course.

One ECH shall be granted each semester for each course coordinated by a lead teacher.

8.11 Clinical Compensation

In calculating clinical compensation each (60 minute) clinical hour equals 1.1 contact hour, beginning in the Fall of 1987.

ARTICLE 9 - TEACHING LOAD AND ASSIGNMENTS

9.1 Base Load

Although a teacher shall be considered a full-time faculty member while teaching 12 or more equated credit hours (ECH), less than 14 ECH shall be considered an under load, and 15 ECH will be considered a regular load. When a faculty member has 15 or more ECH in any semester he may refuse the assignment of additional hours. When a faculty member has less than 15 ECH in any semester, he may be assigned an additional course or courses to bring him up to at least 15 ECH, provided that the number of courses which the faculty member may be required to accept is the minimum number required to give him a regular load. Such course or courses may not exceed 16 ECH without his written consent and the approval of the dean. By written agreement with the faculty member, adjustments may be made by the Board for faculty members involved in innovation or experimentation.

By agreement with the deans, if a faculty member is assigned less than 15 ECH within his subdivision, he may choose from the courses available in other subdivisions, subsequent to choices by those full-time faculty members in the other subdivisions. If there is no such agreement and should the Board find that there are not sufficient courses in the faculty member's subdivision for the assignment of 15 ECH to the faculty member, other professional duties may be assigned by the dean on the basis of no more than 35 clock hours of such duties per semester for each ECH. Due consideration shall be given to the desire of the faculty member in the assignment of such other professional duties. Faculty members teaching courses in English composition shall receive 1-1/3 ECH for each credit hour. Faculty members teaching laboratory courses shall receive 0.85 credit hours for each class contact hour in the Fall semester, 1986; 0.95 credit hour for each class contact hour beginning the Spring semester 1987 through the Summer term 1988; and 1.0 credit hours for each class contact hour beginning the Fall semester 1988.

9.2 Team Teaching

The Board will allow each member of a teaching team to have the opportunity to accept or reject his appointment to the team on a semester or term basis at the time of course selection.

9.3 Innovative Teaching and Compensation

The development of innovative programs (such as courses prepared for or taught in the Alternative Learning unit) and major course development or revision shall be compensated by terms of mutual agreement between the faculty member and the Board. When meetings are held, and when such agreements are reached, the faculty member(s) involved shall have the right to have an Association Executive Committee member present. Such special assignments may, by mutual agreement between the faculty member and the dean, be considered part of the regular load, overload or neither. The Association Chairperson, or his designee, upon request, shall be given a copy of said agreements within one week of the signing of such agreements. Agreements reached with non-bargaining unit members doing bargaining unit work, upon request, shall also be communicated in writing to the Association Chairperson or his designee within one week of the signing of such agreements.

9.4 Twelve-Month Contract

By agreement between the Board and a faculty member, a faculty member may be employed on a 12-month contract basis. Vacations for faculty members employed on a 12-month contract basis shall be computed at the rate of 1.75 days per month of full-time service at the college.

Vacations for faculty members employed on a 12-month contract basis shall be computed at the rate of 1.75 days per month of full-time service at the college.

9.5 Equated Credit Hours and Class Size

9.51 The number of equated credit hours a faculty member receives where the equated credit hour is not one for one or is not as otherwise set forth in Article 9 shall be determined by mutual agreement between the dean and the faculty member directing the instruction. The faculty member involved may invite other interested or qualified faculty members to participate in the discussion. When meetings are held, and when such agreements are reached, the faculty member(s) involved shall have the right to have an Association Executive Committee member present. Before such agreements are reached, the dean shall inform the Association Chairperson, or his designee, of the pending agreements. The Association Chairperson, or his designee, upon request shall be given a copy of said agreements within one week of the signing of such agreements. Agreements reached with non-bargaining unit members shall, upon request, also be communicated in writing to the Association Chairperson or his designee within one week of the signing of such agreements.

9.52 Class size shall be as determined by the Vice President for Academic Affairs. However, the class size shall not exceed thirty-two (32) except with the agreement of the faculty member. Further, in laboratory classes and other classes that have traditionally had lower class size limits, those traditional limits shall not be modified except where, with faculty participation, changes in curriculum or methods would warrant such modification.

Complaints with regard to class size shall be discussed with the dean who will try to reach mutual agreement with the faculty member. The faculty member involved may invite a reasonable number of other interested faculty members to participate in this discussion. If mutual agreement cannot be reached, the dean shall give the faculty member a written response to his complaint.

9.6 Faculty Transfers

Whenever it has been determined that a full-time bargaining unit position needs to be filled and a qualified faculty member already employed by the college wishes to transfer into this position, he/she may apply for consideration before a new faculty member is hired to fill the opening. The only exception to this is when a qualified faculty member is exercising his/her rights under Article 4.6, a reduction in force. A transfer is defined as any movement among departments, counseling, or LRC.

The recommendation to fill a position will be made by the Vice President of Academic Affairs with consultation with the Dean and department chair. By way of illustration, openings may occur for the following reasons: retirement, resignation, program change, reorganization, a leave of absence, an enrollment change, or another transfer.

9.7 Interns and Student Teachers

Without his consent, no faculty member shall be required to supervise an intern and/or student teacher.

9.8 Reduced Load

On the request of the faculty member and the recommendation of the administration, the Board may grant a faculty member a reduced load for the purpose of professional development. Such reduction shall not result in less than twelve ECH per semester and shall not exceed four cumulative semesters. During semesters of reduced load, the faculty member shall not be eligible for overload, supplemental or other additional assignments. Such reduced load shall result in a proportionate reduction in pay without any reduction in benefits.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.1 Introduction

It is the declared objective of the Association and the Board to encourage the prompt resolution of grievances and the complaints of faculty members covered by this Agreement as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of grievances and complaints.

10.2 Definitions and Limitations

A grievance shall mean a complaint by a faculty member that there has been as to him a violation or misinterpretation of the specific terms of this Agreement or of official policies approved in writing by the Board, which may from time to time be in effect and which apply to faculty members. However, a grievance shall not be processed where the Board has retained sole and exclusive right to take action, provided that any stated exceptions to the Board's sole and exclusive rights shall be grievable under this grievance procedure. As used in this Article, the term "faculty member" shall also mean a group of faculty members having the same grievance. The designee of the Board at each step below shall be someone who has more authority than the person at the previous step. Grievances shall be processed as follows:

Step 1: Any faculty member covered by this Agreement who has a grievance shall submit it orally or in writing to and shall discuss it with his immediate supervisor.
His supervisor shall answer within 3 school days after such presentation.

Step 2: If the grievance is not settled in Step 1 and the faculty member wishes to appeal, the grievance may be referred by him in writing to the chief administrative officer of the division (or to any other person designated by the Board) within 10 school days after the answer in Step 1 and shall be signed by both the faculty member and an Association Representative.

The chief administrative officer of the division or his designee shall discuss the grievance within 3 school days with the grievant and the Association Representative at a time mutually agreeable to the parties. If no settlement is reached, the chief administrative officer of the division or his designee shall give his written answer to the Association and the grievant within 3 school days following their meeting.

Step 3: If the grievance is not settled in Step 2 and the Association desires to appeal, it shall be referred in writing by the Association to the President within 10 school days after the chief administrative officer of the division's answer in Step 2. The President or his designee shall discuss the grievance within 3 school days with the Association representative and the grievant at a time mutually agreeable to the parties. If no settlement is reached, the President or his designee shall give his written answer to the Association within 3 school days following their meeting.

Step 4: If the grievance is not settled in Step 3 and the Association desires to appeal, it shall be referred in writing by the Association to the Board within 10 school days or 10 days beyond the end of the term whichever is less after the President's answer in Step 3. The Board shall have the option to hear the matter. If the Board decides not to hear the matter, the Board shall give its written answer to the Association within 10 school days of receipt of the appeal. If the Board decides to hear the matter, the Board shall meet within 10 school days of the receipt of the appeal and shall discuss the grievance with the grievant and the Association representative. In that event, the Board shall give its written answer to the Association within 10 school days after the Board meeting.

10.3 Arbitration

If the Board does not hear the matter or if the grievance is not settled in accordance with the foregoing procedure, the Association (but not the faculty member) may refer the grievance to arbitration within 10 school days after receipt of the President's answer in Step 3, if the Board does not hear the matter, or within 10 school days after the receipt of the Board's answer in Step 4, if the Board does hear the matter. The parties shall attempt to agree upon an arbitrator within 5 school days after receipt of the notice of referral. In the event the parties are unable to agree upon an arbitrator within said 5 day period, the parties shall immediately jointly request the American Arbitration Association to submit a panel of 5 arbitrators. Both the Board and the Association shall have the right to strike 2 names from the panel. The party requesting arbitration shall strike the first 2 names; the other party shall then strike 2 names. The remaining person shall be the arbitrator. This process shall take no more than 15 calendar days. However, if the Association or Board desires to strike all names on a panel of arbitrators and to request a new panel, each may do so no more than once. The process of striking all names on a panel shall take no more than 15 calendar days. The arbitrator shall be notified of his selection by a joint letter from representatives of the Board and the Association requesting that he set a time and place, subject to the availability of the Board and the Association representative.

10.4 Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement or any applicable Board policy. He shall consider and decide only the specific issues submitted to him in writing and shall have no authority to make any decision or recommendation on any other issue not so submitted to him. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the applicable laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his decision within 30 days following the close of the hearing or the submission of briefs by the parties, whichever is later. The arbitrator's decision shall be based solely upon his interpretation of the meaning or application of the specific terms of this Agreement or Board policy involved to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the parties and faculty members and shall be immediately implemented.

10.5 Expenses of Arbitration

The fees of the arbitrator shall be divided equally between the Board and the Association. All other expenses shall be borne by the party incurring them.

10.6 Time Limit For Filing

No grievance shall be entertained or processed unless it is submitted within 10 school days after the grievant had knowledge or should have had knowledge of the last asserted violation of the Agreement giving rise to the grievance. Upon written request received by the administration before the 10th school day, the Association may extend said 10 school days to not more than 20 school days. Time is of the essence to this Agreement. Time limits may be extended only by mutual agreement. Failure to communicate a decision within the specified time limits shall permit the Association to proceed to the next step.

10.7 Association and Board Grievances

The Association or the Board shall have the right to use the grievance and arbitration procedure starting at Step 2. The Association or the Board may request that a Board or Association grievance start at Step 1.

10.8 Individual and Board Grievance

Individual faculty members shall sign their name to any grievance which they may file. When the Association files a grievance involving an individual faculty member or a group of faculty members, that grievance shall be signed by the Association Chairperson and grievance chairperson and the individual or group of faculty members involved. When the Board or its designee(s) files a grievance, the grievance shall be signed by the chairperson or the Board and the grievant(s) if any.

ARTICLE 11 - LEAVES OF ABSENCE

11.1 Short Term Leaves

11.11 Paid Annual Sick Leave

11.111 At the beginning of his initial year of full-time employment, a faculty member will receive a bank of 10 sick leave days to be used for his/her instructional day absences caused by illness, accident or temporary physical disability (including temporary physical disability which results from pregnancy or childbirth), which prevents him/her from performing his/her duties. In addition, a faculty member shall receive in each academic year he is performing his duties one sick leave day for each month of full-time service in that year, up to a maximum of 12 days (14 days for faculty members employed on an annual basis). Effective the summer of 1972, an additional 2 days of sick leave shall be granted to each 10-month faculty member who is employed full-time during the summer session. For purposes of this Section only, a faculty member who has 4.7 or more ECH during the summer session shall be considered as employed full-time. Sick leave not used in the year of service for which it is granted shall be allowed to accumulate to a maximum of 220 days, and/or the SURS limit as it may from time to time be amended. The number of cumulative sick days for each faculty member on the payroll as of July 1, 1972, shall be computed retroactively to his date of full-time employment, minus the days he has been absent since that date by reason of illness, accident or temporary disability. In no event, however, shall a faculty member on sick leave receive sick pay, long term disability insurance benefits, and other state or college compensation or any combination of such benefits in excess of 100 percent of his salary.

11.112 In order to be eligible for sick leave, a faculty member, or a member of his household, whenever possible, shall report his absence to his supervisor prior to the start of any duties he cannot, for that reason, perform at the college. Also, a statement from the faculty member's doctor, or a doctor of the Board's choice, if the Board so desires, may be required by the Board to establish illness, accident or temporary physical disability (excluding normal pregnancy). A faculty member on leave of absence under Article 11 shall not be eligible for sick leave nor shall he accumulate such leave days.

11.113 Each faculty member annually shall receive an accounting of sick days accumulated and expended since the faculty member's most recent date of hire. This accounting, as of the start of the fall semester, shall be available as of November 30 of each year. If delays prevent the administration from meeting this date, the administration shall so advise the Association and the accounting shall be made available as soon thereafter as is possible.

11.114 Sick Leave Bank

As of the ratification of this Agreement, a sick leave bank will be established. Membership in this bank will be open to all faculty members and will be voluntary. Any member of the bank who receives benefits from the State University Retirement System or who is absent for illness due to work-related injury (which is compensable under the Illinois Worker's Compensation Act) may not avail his/herself of any benefits of the bank.

To become a member of the bank, a faculty member will notify the Sick Leave Bank Committee of the intention to do so on a form that will be provided. To participate, faculty members will contribute two days of accumulated sick leave to the bank.

After the exhaustion of his/her personal leave accumulation, each member of the bank may be entitled to draw upon the Sick Leave Bank. The granting of such leave shall be subject to the same criteria as regular sick leave days and shall be in all other respects consistent with the negotiated Agreement. Sick leave shall be available only for the illness of the employee and not for the illness of the family.

Any member who wishes to withdraw from membership in the bank can do so by written notice to the Bank Committee. Official withdrawal will be effective five working days after the official notification. However, because the contribution of the two sick days is treated in the same manner as insurance, these two days will not be returned.

The Sick Leave Bank Committee will be established by the Faculty Association Executive Committee to manage the Sick Leave Bank. The Sick Leave Bank Committee shall notify the Human Resource Office of new members.

11.12 Paid Professional Meetings Leave

Leaves of absence with pay may be approved by the department chair and appropriate dean to permit faculty members to attend professional meetings and/or for other purposes which the administration concludes contribute to the professional growth and development of the faculty member. The grant and duration of such leaves shall be within the discretion of the administration. If a request for such leave is denied for reasons other than the availability of funds, upon request, the dean shall state in writing the reason(s) for the denial. A faculty member on such leave may be reimbursed for expenses including transportation by air coach or personal automobile, lodgings, meals, local transportation, registration fees (not in excess of those charged members attending the conference), and tips, as the administration shall determine are reasonable under all considerations.

11.13 Paid Jury Duty

Faculty members who are summoned to court to perform jury duty or who are subpoenaed to testify in matters in which they have no personal or pecuniary interest shall suffer no loss of salary.

Any compensation received for jury duty shall be kept by the faculty member to cover costs of meals, transportation, etc.

Faculty members shall give notice to their immediate supervisor of the dates of their absence upon receipt of any such notification. Faculty members subpoenaed to testify also shall attempt to arrange their court appearance so as to minimally interfere with their regularly assigned duties.

11.14 Paid Personal and Funeral Leaves

Upon notification to the immediate supervisor, a faculty member will be granted two (2) personal leave days, with no other explanation than "Personal Business," without loss of pay. Additional personal leave days may be approved by the faculty member's vice president. Personal leave may be taken the first or last week of school or immediately before or after a holiday or vacation. Personal leave days may be taken on consecutive days. Up to three (3) religious holidays per year shall be granted as personal leave for good and sufficient cause. Personal leave shall not be cumulative. A funeral leave shall be granted for up to five (5) days in the event of the death of a spouse, parent, parent-in-law, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchild, or a relative living in the faculty member's household. Each faculty member, in order to be eligible for personal or funeral leave, shall assume responsibility for notifying the Department Chair or Supervisor and the dean of his or her absence and of the arrangements which have been made for the performance of his or her duties during his or her leave. It is understood that any arrangements made to discharge this responsibility requires the approval of the supervisor.

11.15 Annual Convention Leave

If the administration sends a faculty member who has been elected by the Association as an official delegate to the annual convention of the Illinois Community College Faculty Association, a leave of absence without loss of pay shall be granted to attend that convention if such is necessitated by the convention dates. One faculty member who has been elected as an official delegate to the biannual convention of the AFT shall, if necessitated by convention dates, be granted a leave of absence with pay to attend the convention.

11.2 Long Term Leaves

11.21 Military and National Service Leaves

11.211 A faculty member who leaves his position for extended active duty in the military service of the United States during a state of war or national emergency shall be granted a military leave for the duration of his commitment to such war or national emergency, in accordance with the terms of applicable laws. He shall be entitled to return to his position provided that his discharge from service is not for reasons which would cause his reappointment to violate the conditions of Article 4 or 5, whichever is applicable. He shall return to full-time teaching status at the first opportunity that the college has to employ a full-time faculty member in the same areas for which he was hired, or in other areas in which the Board judges him qualified to teach before his military leave commenced.

He will be given priority over all part-time and prospective part-time and full-time instructors to teach either part-time or full-time in the area or areas for which he has been or shall be considered qualified to teach.

During the period of such authorized military leave, the Board shall continue to pay the faculty member's required contributions to the fund of the State Universities Retirement System.

Provided that the faculty member has not reached the last step of his lane, restoration shall be, at the very least, at the salary lane and step held at the beginning of military leave, plus one vertical salary step.

11.212 A faculty member who is required to leave his position to serve in the United States Government instead of in any other required military service of the United States may be afforded the same benefits, except that contributions to the retirement fund will not be made by the Board during such leaves and that such leaves shall not exceed 2 calendar years.

11.213 A faculty member who is required to take a short leave of absence for reasons of public emergency to perform temporary active duty with Reserve or National Guard units during the time he is scheduled to perform duties at the college will be paid his salary, provided that: (1) he remits to the Board any sums of money paid to him as compensation for the performance of such military duty; (2) he presents evidence that he has endeavored to have such duty scheduled during a time when he is not responsible for duties at the college; and (3) he has given the administration the opportunity to request that those duties be assigned at another time, unless the military call-up is urgent and prevents the administration from making such a request. This section shall not apply if the faculty member waives his salary.

11.22 Leaves of Absence Without Pay

Upon approval of the Board, a faculty member may be granted upon his written request up to one academic year's leave of absence without pay and upon approval may be granted upon written request an extension up to an additional academic year's leave for improving professional competence or for other good and sufficient cause shown. The Board may set the conditions for such leaves. Applications for leaves shall be filed with the President not later than March 1 and November 1 preceding the semester that the leaves shall become effective. Requests for extension must be made in writing at least 60 days before the termination of leave.

While on such leave, a faculty member shall be allowed to participate in college health, accident, and life insurance programs, provided the faculty member shall make timely advance payments(s) by the first day of each month of all premium(s) due for such insurance to the Human Resource Office.

Failure to return to employment upon termination of leave shall constitute termination of employment, unless the President or his designee grants the faculty member a short extension because a justified emergency beyond his control prevented his return, and provided further that he notified his supervisor or the administration of such emergency within 48 hours after the day he was due to return. Written notices of intent to return must be on file not less than 90 days prior to the end of the leave, except for faculty members who have a leave of absence for the spring semester who shall file said notices of intent to return on or before March 15. Failure to timely notify the administration of an intent to return shall not obligate the Board to employ the faculty member. Benefits accumulated by a faculty member prior to the effective date of the leave of absence shall be carried forward and maintained by the faculty member upon his return. At the end of the leave of absence without pay, a faculty member shall have the right to return to employment at the college in the course area he left or in a related course area for which he is qualified.

11.23 Parental Leave

11.231 A faculty member shall be granted a parental leave of absence without pay to rear either a newborn or adopted child under the age of four (4) years. The term of the leave of absence is one year and must be completed before the child's fourth birthday. Upon written request at least 60 days prior to the end of the leave, such parental leave may be extended for up to one additional year within the discretion of the Board.

11.232 At the end of a parental leave of absence, the faculty member shall have the right to return to employment at the college in the course area he left or in a related course area for which he is qualified.

11.233 In order to be eligible for a parental leave of absence, a faculty member who desires such leave shall notify his immediate supervisor in writing with a copy to the Vice President for Academic Affairs as soon as he has knowledge of an intent to take a parental leave, but at least 60 days before such leave. A faculty member who postpones or delays requesting a parental leave in order to first obtain sick leave benefits shall not be eligible for a parental leave of absence.

11.234 A parental leave of absence may begin when a faculty member so desires but not later than when a faculty member is unable to perform duties satisfactorily pursuant to Section 11.236 below.

(A parental leave of absence for teaching faculty shall end at the beginning of a fall or spring term or summer session.) A parental leave of absence for non-teaching faculty members shall end at the date so desired by the faculty member, provided (1) it ends within one calendar year within the date the leave commenced and (2) the said faculty member gives his immediate supervisor at least 60 days written notice in advance of his return.)

11.235 Absence on parental leave shall not be considered a break in service, but the period of the leave shall not be considered as service at the college.

11.236 A statement from the faculty member's doctor or a doctor of the Board's choice, if the Board so desires, may be required to establish the faculty member's ability to perform or resume the faculty member's duties.

11.24 Sabbatical Leave

11.241 The Board may grant a sabbatical leave to a faculty member for a period not to exceed one academic year for resident study, research, travel, or other purposes designed to improve the college. Sabbatical leave shall not be considered a break in service. At the end of his sabbatical leave the faculty member shall return to the salary lane and step he held at the beginning of his leave, plus one vertical salary step, provided that the faculty member has not reached the last step of his lane. At the end of a sabbatical leave a faculty member shall have the right to return to employment at the college in the course area he left or in a related course area for which he is qualified.

11.242 The leave will be conditioned upon a plan for resident study, research, travel or other activities proposed by the applicant and deemed by the Board to benefit the college, and such plan shall be approved by the Board and may not thereafter be modified without the approval of the Board. A copy of every sabbatical leave application shall be sent to the Association Chairperson. If it shall become necessary in the granting of sabbatical leave to choose among applicants who the Board finds have plans substantially equal in merit, the selection shall be determined first on the basis of those faculty members whose number of years since their last sabbatical leaves taken is the greatest, and second, on the basis of length of full-time service with the college.

11.243 The grant of a sabbatical leave by the Board will constitute a finding that the leave is deemed of benefit to the college by improving the quality and level of experience of the faculty member.

11.244 No faculty member will be eligible to start a sabbatical leave until he has completed 6 full academic years of satisfactory full-time service at the college. A faculty member who has completed a sabbatical leave may not again apply for such leave until the completion of a subsequent 6 years of such service.

11.245 Before leave is granted, the applicant shall agree in writing that, if at the expiration of such leave he does not return to the college for a period of at least one full academic year, all sums of money received from the Board during the sabbatical leave shall be refunded to the Board.

11.246 A faculty member may be granted either a sabbatical leave of one year at half pay or a one-semester leave at full pay. A maximum of five percent (5%) of the faculty members may be on a sabbatical leave at any one time.

11.247 In order for faculty members to be eligible for consideration for sabbatical leave, applications, including detailed plans, must be submitted to the Faculty Development Committee no later than December 1st of the year preceding for sabbatical leaves beginning with the fall semester and April 1st for sabbatical leaves beginning with the spring semester. If an application for sabbatical leave is denied, the reason therefor shall be stated in writing by the president or his designee to the faculty member.

Faculty members who have received notice of RIF and are recommended by the Faculty Development Committee shall be given priority in the granting of sabbaticals.

The Faculty Development Committee after notifying the appropriate department chair and the dean of receipt of an application shall review the requests and forward its recommendation to the president who shall inform the faculty member in writing by February 1st for fall sabbatical leaves and June 1st for spring sabbatical leaves whether or not his or her leave has been granted.

The Faculty Development Committee shall be elected to serve two-year terms, and shall consist of at least: (1) three faculty members in total elected from Public Service/Allied Health/Nursing, Business/Industrial Technology; (2) three faculty members elected from Liberal Arts & Sciences; (3) one faculty member from counselors and advisors; (4) one faculty member elected from librarians, technicians, and Developmental Education, and (5) two administrators selected by the Vice President for Academic Affairs.

11.248 Upon returning to the college, the faculty member shall submit a report to the president demonstrating that the conditions for which the sabbatical leave was granted were fulfilled. Failure to fulfill the conditions for which the sabbatical was granted may result in forfeiture of all sums of money received from the Board during the sabbatical leave.

Tuition reimbursement for faculty members while on sabbatical leave shall be paid in accordance with Article 12.2.

11.3 Retraining Leave

At the Board's discretion, it may grant a retraining leave to a tenured faculty member whose present position is in jeopardy due to changes in enrollments. Such retraining leaves shall be limited to one academic year and shall not be considered a break in service. At the end of the retraining leave, the faculty member shall return to the salary lane and the step held at the beginning of the leave, plus one vertical salary step, provided that the faculty member has not reached the last step of the lane. While on retraining leave, the tenured faculty member shall receive: (a) two-thirds of base salary for the academic year, (b) full reimbursement for tuition, fees and required texts, and (c) college insurance coverage except life insurance.

Retraining leave shall be based on the following conditions:

a. That there is a high probability of an available position in one year for which the tenured faculty member can retrain.

b. That the faculty member prepare and submit to the Faculty Development Committee for review a detailed plan and statement, including estimated costs, of the proposed retraining activities. In the event that the retraining activity is employment for which the faculty member is compensated, the salary received from the college shall be reduced by the amount of employment compensation received.

c. That the Faculty Development Committee shall submit the application along with its recommendation to the President. If the application for retraining is denied, the reason(s) therefor shall be stated in writing by the President or designee to the faculty member. The Faculty Development Committee shall send a copy of the application to the appropriate department chairs, the President of the Faculty Association, and deans.

d. In the event a retraining leave is granted, the applicant shall agree in writing that, if at the expiration of such leave he/she does not return to the college for a period of at least one full academic year, all sums of money received from the Board during the retraining leave shall be refunded to the Board.

ARTICLE 12 - PROFESSIONAL GROWTH

12.1 Moraine Tuition Waived

Full-time faculty at Moraine Valley Community College who enroll in courses at the college will have their tuition waived; the spouse of a full time faculty member and dependent children under the age of twenty-three (23) and living in the employee's household are eligible to enroll in college courses at Moraine Valley Community College with 75% of the tuition paid for by the Board (excluding any course fees), subject to the following conditions: (1) the tuition waiver is limited to courses applicable to Associate Degree, College Level Certification Programs, and/or Remedial/Developmental courses as designed by state code, (2) for courses in which admission to a specific instructional program is a condition of registration, tuition shall be waived only in the event that space is available in the program after all qualified tuition-paying students have been admitted. This does not preclude admission and registration as a tuition paying student. Faculty members shall be allowed to take up to two (2) non-credit courses per academic year at the college, tuition-free. No paying student shall be bumped.

12.2 Tuition Reimbursement - Other Institutions

Where the Board within its discretion approves a faculty member's proposal to take courses at other institutions of higher learning, the Board shall reimburse the faculty member for tuition and fees in amounts and under conditions set forth by the Board.

If a faculty member wishes to seek reimbursement for taking courses at other institutions of higher learning, he shall submit a proposal requesting approval to the dean. The faculty member shall list the courses which he has taken, the courses which he would like approved, the ways in which the courses contribute to his professional development, information, and instructional skills, and the relationship of the courses to the field in which he teaches. If the request for reimbursement is denied, the dean shall state in writing the reason(s) for the denial.

12.3 Association In-Service

The Association shall have the right to conduct two in-service education meetings each academic year. The date and content of such meetings shall be subject to the approval of the Vice President for Academic Affairs.

12.4 Orientation Agenda

The Association shall be granted a place and time on the orientation agenda.

12.5 Professional Growth Units

Professional growth units (PGU) may be awarded upon recommendation of the Faculty Development Committee, and prior approval of the appropriate vice president for the following types of activities:

1. Satisfactory completion of special voluntary in-service staff development activities sponsored by Moraine Valley Community College for which the Vice President for Academic Affairs has approved and established PGU credit. (Typically 16 contact hours equal 1 PGU).

2. Summer work experience to upgrade skills in a field directly related to instructional assignment (i.e., Electronics Technician, Refrigeration Service, Legal Assistant, Broker, etc.). For such activities, one (1) PGU can be awarded for each 100 hours of work experience to a maximum of three (3) PGU credits per summer. Unless unusual circumstances warrant such approval, PGU credit for summer employment would only be approved every other summer.

3. Non-credit courses or seminars directly applicable to instructional assignment. (Typically 16 class contact hours equal 1 PGU).

4. Special projects, other than college supported R & D projects, which are beyond the scope of regular duties (i.e., special research projects, authoring significant works, development of unusually time-consuming instructional aids, presentation at seminars or workshops for which significant preparation was required, etc.) PGU value to be tentatively assessed when the

proposal is made and reviewed at the half-way mark. One to three PGU's allowed depending upon complexity of activity and time requirements.

A maximum of 25% of the credit hour requirements for horizontal movement to lanes C, B, and A (up to 15 of the 60 credit hours as outlined in article 20.3) can be fulfilled with PGU's earned while employed at the college. Any of the 15 credit hours not used to fulfill credit hour requirements for movement to lanes C or B may be used for movement to lane A.

ARTICLE 13 - FACULTY RIGHTS

13.1 Precedence of Agreement

The terms of this Agreement shall take precedence in the event of conflict between the terms of an individual contract of a faculty member and this Agreement. This Agreement shall be referred to in the employment contracts issued to faculty members. Copies of this Agreement shall be made available to faculty members, the cost of which shall be shared equally between the Board and the Association. When available, insurance and pension booklets shall be issued to each faculty member. Official Board policies shall be available for faculty inspection in the library and the president's office.

13.2 Public Records

The Board shall make available to the Association any existing public records which are relevant to negotiations or the enforcement of this Agreement. The Board shall make such records available within seven working days of the request unless more than seven days are required for preparation, in which case, the Faculty Association President shall be notified. Standing requests will not be honored.

13.3 Notification of Board Meetings

The Association President shall be supplied a copy of the agenda and the date of any regular or special meeting (including study session), or committee meeting of the Board, at the time the agenda is distributed to the Board, with sufficient information thereon to know the subjects to be discussed at the Board meeting. The Association President shall be notified of any regular or special Board meeting or Board committee meeting at least 48 hours before the meeting, except in cases of emergency meetings, in which cases notification shall be given as soon as practicable prior to such a meeting. The president of the college shall make available to the president of the Association or his designee, at the beginning of the Board meeting, additional Board reports, including recommendations of the president, and the minutes of the last meeting, to the extent such material is available to the general public at the meeting. The same courtesies shall be extended by the Association to the Board. The Association shall send copies of published minutes and newsletters to the president.

13.4 Association on Board Agenda

The chairperson of the Association or his representatives shall be accorded the privilege of speaking at Board meetings for a period of time allocated by the chairperson of the Board, provided that he has made his request prior to the time the agenda has been prepared and has identified the subject(s) on which he wishes to speak. Collective bargaining shall not be conducted and grievances shall not be discussed.

13.5 Association on Committees

The Association may appoint one or more observers to all college committees where faculty members participate if such committees are involved in institutional planning or consider faculty rights and responsibilities. Upon written request to the president a list of the committee members of the college's major committees, including their standing committees, shall be made available to the Association. No standing requests will be honored.

13.6 Board Policies, Regulations and By-Laws

One copy of the Board's official Policies, Regulations and By-Laws Manual and all subsequent additions, deletions and amendments shall be provided to the Association secretary for use by the Association.

13.7 Right to Attend Public Board Meetings

Faculty members may attend public Board meetings to the same extent as any member of the public who lives in the district.

13.8 Faculty Disciplinary Conference

If a faculty member is called by an administrator to a disciplinary conference where the faculty member receives a written warning, suspension or notice of termination of employment, the faculty member upon request may have an Association representative present.

13.9 Recognition in College Catalog

A faculty member may upon written request to the Vice President for Academic Affairs list his state certification(s) in the college catalog, provided that such certification(s) is(are) officially recognized by the Board.

ARTICLE 14 - PERSONNEL RECORDS FOR FACULTY

Upon one day's request, a faculty member may review his official personnel file, except for confidential documents (credentials, peer evaluation and letters of recommendation). If his request is reasonable, a faculty member may reproduce any of those items in his file that are subject to his review. Material relative to the faculty member's performance, character, or personality placed in the faculty member's official file must be initialed by the faculty member before it is placed in the file. Said initialing by the faculty member is only to show that the faculty member has read the material and shall not be deemed to be in agreement or disagreement with its content. A faculty member may attach his own written responses to items that have been placed in his file. No material that is retracted in writing by its source or that the faculty member's immediate supervisor agrees (1) has no merit, or (2) is dropped shall remain in a faculty member's personnel file or shall be used against a faculty member.

ARTICLE 15 - CALENDAR

15.1 Semester Duration and Holidays

There shall be no more than seventeen (17) weeks of instruction in each semester. Holidays observed will be:

1. Presidents' Day - 3rd Monday in February
2. Christmas Eve and Christmas Day
3. New Year's Eve and New Year's Day
4. Independence Day - Fourth of July
5. Labor Day - 1st Monday in September
6. Thanksgiving Day - 4th Thursday in November *
7. Day after Thanksgiving
8. Good Friday - as it falls, and the Saturday after
9. Memorial Day - last Monday in May
10. Martin Luther King's Birthday - 3rd Monday in January
11. Easter Sunday

* The Thanksgiving holiday shall begin at noon on the Wednesday preceding. No class will be held after 12:00. Current practice with regard to the Thanksgiving weekend shall be maintained.

15.2 In-Service and Spring Recess

The faculty shall have one day of in-service prior to the Fall semester, and one day prior to the Spring semester. No in-service activities shall be held prior to the Summer session. The Administration may select one (1) day of in-service during the Fall and Spring semesters with required faculty attendance. This in-service will be held on either a Tuesday or Thursday.

However, new faculty members shall have up to one week of orientation prior to the beginning of classes of the semester in which they are first employed.

The Spring recess will be scheduled the week immediately following the midterm date for the Spring semester.

15.3 Summer and Pre-summer Session

There may be a three (3) week pre-summer session starting the first week following the end of the Spring semester. Pay will be at summer school rates.

There shall be eight (8) weeks of instruction in the Summer term, except where program requirements necessitate different attendance or where faculty members so desire with the approval of the Vice President for Academic Affairs.

15.4 Instructional Days

Monday through Saturday shall be considered instructional days, provided that no faculty member shall have the obligation to perform duties on Saturday or Sunday without his consent.

15.5 Faculty Duties and Meetings

The Board may require faculty members to be present to teach their classes or to otherwise perform their assigned duties, to conduct college office hours, to fulfill committee responsibilities and to be present for scheduled meetings during college activity hours. Committee and group meetings with mandatory attendance can only be held on Tuesday and Thursday, 3:30 p.m. - 5:00 p.m.

15.6 Closure of the College

It shall not be a violation of this Agreement if the college cannot be operated due to a reason beyond the Board's control, such as an act of God, fire, explosion, etc.

ARTICLE 16 - SAVINGS AND SEVERABILITY

If any provision of this Agreement is subsequently declared by the proper legislature or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 17 - HIRING AND FACULTY INVOLVEMENT

17.1 Right of Board

Decisions on the hiring of faculty members and the terms of their employment shall be the sole and exclusive right of the Board. However, the terms of their employment contracts shall not violate the terms of this Agreement.

17.2 Posting of Open Faculty Positions

All openings for full-time faculty positions shall be posted in each department, provided that such postings shall not be deemed to obligate the college to hire any number of applicants.

17.3 Interviews

Except where conditions necessitate that interviews take place other than in the immediate locale of the college, two or more faculty members, if available, in the department (including the department chair) for which prospective faculty members may be hired, shall participate in interviews of all prospective full-time faculty members and make written recommendations to their deans concerning the employment of the candidates. At least one of the faculty members participating in such interviews shall, whenever possible, be teaching the same field or subject area for which the candidate is being considered. Faculty members invited to participate in the interview shall be given the basic information needed to enable them to assess the applicant.

17.4 Part-time Hiring

Recommendations for the hiring of part-time instructional staff shall be the responsibility of the department chair with as much consultation with the full-time faculty in the subject as is practical and with the approval and concurrence of the dean.

17.5 Lane Placement

A new hire shall be placed on the salary lanes in accordance with the qualifications contained in Article 20.3, Appendix G, "Lane Placement and Promotion."

17.6 Interns

No individual shall be hired as an intern who (1) has a Master's Degree in the subject(s) to be taught or is qualified to teach the subject(s) for which he is being considered, and (2) is not enrolled in an internship course at the university.

ARTICLE 18 - NON-INTERRUPTION OF WORK

The Association will not instigate, promote, sponsor, engage in, or condone any strike, slowdown, picketing, boycott or concerted stoppage of work, or any other intentional interruption of the operations of the college. Any faculty member who violates any of the provisions of this Article may be disciplined (including discharge) by the Board, except if any faculty member pickets he may be disciplined (including discharge) if he persists in such violation after he has received one written warning from the Vice President for Academic Affairs. Any faculty member who is discharged or disciplined, including suspended without pay, for violation of the terms of this Article may file a grievance under Article 10 alleging he did not violate said terms. In the event the grievance is appealed to arbitration, the decision of the arbitrator on this issue shall be final and binding on the Board, the Association, and the faculty member(s) involved. The Board will not engage in any lockout during the term of this Agreement.

ARTICLE 19 - SCOPE OF AGREEMENT

This Agreement covers all matters relating to salaries, fringe benefits, and working conditions of faculty members. The appendices hereof are integral parts of this Agreement and by this reference are incorporated herein. There shall be no unilateral re-opening of this Agreement by the Board or the Association during the life thereof covering any matter covered or not covered in this Agreement. During the life of this Agreement, the Board will not change for arbitrary or capricious reasons existing policies and practices established in writing by the Board or by an administrator designated by the Board, and which are not specifically covered by this Agreement.

The provisions of paragraph 4 and/or paragraph 8 of Section 4.35 of this Agreement shall be replaced by said sections of the 1978-80 collective bargaining agreement if by judicial ruling of statute, the Board has the right to implement the language of said 1978-80 agreement.

ARTICLE 20 - SALARY SCHEDULE

20.1 Appendix References

Effective July 1, 1986, faculty members shall be compensated in accordance with the 10 month salary schedule set forth in Appendix D and D1 attached hereto. Effective the fall semester, 1976, the anniversary date for purposes of step increases for a newly hired faculty member shall be the beginning of the semester in which the faculty member's contract became effective. The current practice regarding anniversary dates for purposes of step increases for presently employed faculty members shall continue.

Effective July 1, 1987, faculty members shall be compensated in accordance with the 10 month salary schedule set forth in Appendix E and E1. Effective July 1, 1988, faculty members shall be compensated in accordance with the 10 month salary schedule set forth in Appendix F and F1.

If a referendum is passed, the base will be increased by an additional 3% in the year in which the college receives the tax money. For example, if the college receives additional taxes in 1988-89 as a result of a referendum, the raise to base will be increased to 11.5% in that year.

20.2 Overload Rates

Overload as defined in Article 6.1 shall be compensated at the following rates: Academic year 1987 - 70% of base ECH rate, Academic year 1988 - 65% of base ECH rate, Academic year 1989 - 60% of base ECH rate.

20.3 Placement and Movement on Salary Lanes

1. Training and Experience Requirements for Placement on Salary Lanes.

a. Lane E - Placement on the E schedule will be reserved for bargaining unit members who perform a supportive academic function, including academic advising. The following positions are included in the E Lane: Instructional Technician, Advisor, and Assistant Instructor.

b. Lane D - (See Appendix G) Additionally, for Career Programs, journeyman standing or equivalent as determined by the college, or other accomplishments deemed acceptable to the college in technical/commercial areas based on certificates/industrial-technical training, creation of programs, supervisory positions and similar situations covering areas in which normal collegiate recognition may not exist. Teachers of record shall be classified in the D Lane or higher.

c. Lane C - (See Appendix G)

d. Lane B - (See Appendix G)

e. Lane A - (See Appendix G)

f. As used herein, "subject field" also includes an approved (by the Vice President for Academic Affairs or designee) area related to the subject field. An acceptable related subject field also shall include graduate courses, and in some cases undergraduate courses in curriculum, techniques and practices of effective teaching, counseling, "librarying" (and courses which improve the effectiveness of the faculty member as an employee of the college, as determined by the appropriate vice president and with prior approval).

2. Faculty members employed hereafter shall be placed on the salary schedule by the Board at time of hire.

3. Movement on Salary Schedule

Advancement to a higher lane shall occur subject to the following conditions:

a. The faculty member must have met the requirements set forth in Appendix G for the lane to which movement is sought.

b. A faculty member may advance no more than one lane at a time.

c. After advancement to a lane, a faculty member must remain in that lane for four (4) years before being eligible for further lane advancement.

d. A faculty member in the D or E lane must receive tenure and complete four (4) years of service at the college to be eligible for advancement to move to C or D respectively.

e. A faculty member in the C lane must receive tenure and complete eight (8) years of service at the college to move to B lane.

f. A faculty member in the B lane must receive tenure and complete thirteen (13) years of service at the college to move to A lane.

g. A faculty member who otherwise qualifies for horizontal movement shall, as a condition for advancement in any academic year, file with the president of the college written evidence satisfactory to the Board of fulfillment of all training and experience requirements by November 1 of the academic year for which advancement is sought.

h. Horizontal movement, when it occurs, shall take place as follows: on the salary schedule for the year prior to the year of movement, for purposes of computation only, the faculty member shall be moved to the next higher salary in the next higher lane, plus two vertical steps down; the new lane and step thus determined shall be the faculty member's lane and step on the salary schedule for the year of movement, as in the following example: Assume a faculty member at C-6 on 1986-87 schedule (i.e., $23,091, on Appendix D) becomes eligible for movement to Lane B for 1987-88. Movement is to the next higher salary in the next higher lane on Appendix D (i.e., to B-3, which is $23,329), plus two steps (to B-5, which is $25,259), and then over to the same step (B-5) on Appendix E for 1987-88 ($26,230).

Vertical movement shall occur at the rate of one (1) step per year.

i. Those faculty members in the E lane qualified for positions in the D lane or above shall be given priority consideration for such positions should they become available.

20.4 Supplementary Pay for Summer

Supplementary pay for the summer session shall be paid in accordance with the salary schedule in effect during the preceding spring semester.

20.5 Twelve-Month Contract - Base

Faculty members who are employed on a 12-month basis shall receive compensation equal to their applicable level and step on the salary schedule, plus 20 percent.

20.6 Substitute Pay

Faculty members who substitute at the request and approval of a dean shall be compensated at the rate of $22.00 per hour provided that if they substitute beyond 2 weeks and receive approval of the dean to do so, they shall be paid pro-rata on the overload formula of their salary. The dean may, at his discretion, refuse to permit a substitute to work beyond 2 weeks if the substitute pay would be more than the pro-rata overload of the salary of the faculty member for whom he is substituting, or for any other reason.

20.7 Twelve-Month Contract - Summer Work

Faculty members employed on a 12-month basis shall not receive additional compensation for summer school.

20.8 Extra Curricular or Intercollegiate Athletic Activities

If a faculty member is requested to supervise a college-sponsored extra curricular activity or intercollegiate athletic activity, the faculty member(s) shall be compensated per the following schedule:

Intercollegiate Coaching	Stipend or equivalent in release time rounded up to the nearest integer
Head Baseball Coach	$3100

Asst. Baseball Coach	$1300
Head Basketball Coach (Men's)	$3600
Asst. Basketball coach (Men's)	$1500
Head Football Coach	$5000
Asst. Football Coach	$3100
Head Golf Coach	$2000
Head Softball Coach	$2000
Head Tennis Coach	$2000
Head Soccer Coach	$2000

Extracurricular Activities	Stipend
Glacier Advisor	$2000
Coordinator of Comp. Speech	$3100
Asst. Coord. of Comp. Speech	$2000
Mastodon Advisor	$3100
DECA Advisor	$ 600
Theater Coordinator	$2350
Advisor to one-act play, and summer activity	$ 600*
Play Director	$1200*

*per activity

The faculty member has the option of selecting the ECH or stipend compensation formula, provided that, if the ECH method is selected, the ECH are not part of the base load. Each assignment is subject to the approval of the Board.

20.9 Special Services Coordinator

Compensation for special services coordination shall be at a rate mutually agreed upon by the division vice president, the faculty member, and the Faculty Association, and approved by the Board. The Faculty Association will be sent a copy of the planned agreement for special services coordination prior to its implementation.

20.10 Department Chairs

All department chairs will receive a $3,000 stipend for a given academic year, defined as the Fall, Spring, and regular Summer semesters. Department chair stipends will be paid in equal installments of $1,000 each during each of the above semesters.

Department chairs whose discipline areas have an adjusted ECH rate equal to or greater than 3,000 will also be entitled to release time during the Fall, Spring, and regular Summer semesters. The adjusted ECH rate is determined by the following formula: (sum of fall and spring credit hours for the previous academic year divided by two) multiplied by the (average contact hours per ECH for all courses in the particular discipline areas under the auspices of the department chair.)

The release time is to be determined by the point count system in Appendix C. The point count for each department chair entitled to release time will be affixed prior to each academic year by an administrative committee appointed by the Vice President for Academic Affairs. Each department chair will be notified of the time and place of the committee meeting and may provide input to the committee in either oral or written form by contacting the Vice President for Academic Affairs.

Release time for department chairs can be taken any time during the fall, spring, and summer sessions (pre-session or regular eight-week sessions). However, no department chair can take any more than nine (9) ECH release time in any one semester and no more than three (3) ECH release time in the summer pre-session.

Compensation for department chairs, as approved by the Board, will be in effect for a three year period, subject to conditions in Article 1.16.

ARTICLE 21 - INSURANCE AND CREDIT UNION

21.1 Hospitalization/Medical Insurance

A group hospitalization/medical insurance program coverage as adopted by the Board of Trustees is available to full-time faculty and their dependents beginning on the first day of employment. The Board shall pay the cost of the group insurance program for full-time faculty and their dependents.

The group insurance program coverage for faculty members shall be identical in coverage to that provided in the 100% UIC Plan of the 1980-83 Agreement with the following additions/changes:

a. Outpatient services for psychiatric or substance abuse to be increased from 50% to 75% of the eligible charges. The lifetime maximum to be increased from $10,000 to $25,000.

b. One routine physical exam per employee and family members per benefit year, with the maximum payment to be $50 per exam, and $200 per family.

c. Add medical appliances (e.g. braces, crutches).

d. Add speech therapy.

e. Add treatment of temporomandibular joint syndrome (TMJ).

A group dental and vision plan shall be offered to faculty members and their dependents, provided that faculty members pay the full cost of said plan through payroll deductions. The carrier for such plans shall be agreed upon by the Board and the Association.

21.2 Life Insurance

A group term life insurance program as adopted by the Board of Trustees is provided at no cost to each full-time faculty member. The group term life insurance benefit shall be 1-1/2 (1.5) times the employee's base salary, but no more than $50,000. Faculty members will have the right to purchase additional term life insurance at group rates in the amount of either $10,000 or $20,000.

21.3 Disability Insurance

A group long-term disability insurance program as adopted by the Board of Trustees is provided at no cost to each full-time faculty member. The group long term disability benefit shall provide a monthly benefit of 60% of the employee's base salary but not to exceed $1000 per month.

This section shall become operative no later than the renewal date of the existing plan.

21.4 Credit Union

Faculty members who wish to participate in the Moraine Valley Community College Credit Union shall be allowed to do so through payroll deductions. When and so long as 51% of the faculty members submit written authorization for deductions for the College and University Credit Union, irrevocable for a term of one year, the Board will permit such deductions through payroll deductions.

ARTICLE 22 - SEVERANCE PAY

A tenured faculty member who is terminated by the Board not for cause shall receive severance pay equal to 1 month's pay for each year of full-time service at the college up to a maximum of 10 months of severance pay. Severance pay shall not be paid to faculty members who voluntarily quit or who retire.

To qualify for severance pay, faculty members must mitigate their lost earnings by making a good-faith effort to seek comparable employment elsewhere. The amount of severance pay otherwise due shall be reduced by the total of the following amounts received for or during the first year following termination: (1) any unemployment compensation received; and (2) any earnings received from comparable employment.

ARTICLE 23 - EARLY RETIREMENT

A. Eligibility for Early Retirement

1. The program shall be open to all faculty members who are at least 55 years of age, but not more than 69 years of age, on August 1 of the year of retirement and who have been employed by the college as faculty members for the preceding ten (10) years on a full-time basis. (A full-time service year is 8-12 months as defined by SURS for pension purposes.)

2. Applications must be submitted in writing to the Board prior to January 15th of the elected calendar year of retirement. The Board shall respond with retirement contract by March 15th. Approval shall be limited to no more than three (3) applicants per calendar year and shall be based on highest total of combined years of service plus age.

3. Each application shall include a plan for the rendition of appropriate service to the college during the contract period of retirement. Such services shall not be inappropriate solely because they are rendered off-campus.

B. Benefits Accorded

1. The early retiree shall have the opportunity to purchase group medical insurance coverage available to the faculty members under this Agreement, provided that upon attainment of the age of 65, such insurance coverage shall be reduced to the extent that Medicare, Medicaid, or comparable benefits are otherwise available to the retiree. The college shall contribute toward the cost the following:

10 - 14	15 - 20	20+
$1200/yr.	$1600/yr.	$2000/yr.

towards the cost of group medical insurance, provided the retiree participates in the college's medical insurance program. Payment of the retiree's portion shall be made to the Human Resources Office on a quarterly basis beginning July 1 of the year of retirement, or the first of the month immediately following effective date of retirement.

2. A single stipend shall also be granted to the retiree based on age at the time of retirement and the years of service to the college. See Schedule of Stipend Payments (Appendix H).

The stipend shall be paid over four (4) consecutive years of retirement if retirement takes place no later than age 66. It shall be made in four (4) equal payments, the first being on the date of retirement and on each July 1st thereafter.

If retirement occurs after age 66, the stipend payment shall be made in equal payments between retirement and age 70.

Payment of the stipend shall not be used in computing years of service, base salary for retirement purposes or as base salary for contributions to SURS. The income is taxable and may not be sheltered through the institution.

3. A retiree has the option of teaching up to six (6) ECH of available courses in his/her departmental area paid at one-half of his/her overload rate at time of retirement and shall have priority in selecting courses over all other part-timers.

4. The honorary title, "Professor Emeritus" shall be stated in the retirement contract for each employee.

5. The retiree shall be permitted to attend credit MVCC classes with tuition waived.

6. During the period of early retirement, the retiree shall be an independent contractor and not an employee of the Board.

7. Accumulated sick days as of the date of retirement will not count as service at MVCC.

C. Termination

The rendition of service by the retiree to the College shall terminate after four (4) years as will the stipend payments to the retiree. The medical insurance benefits are prescribed by the conditions set forth in B-1 above. The plan shall terminate upon the retiree's 70th birthday, or upon death of the early retiree, whichever shall occur first. In the event of death of the early retiree, the College will continue payments to the designated beneficiary for the balance of the current year. The plan shall also be terminable as to any retiree for failure to perform the services in his or her specific retirement program.

ARTICLE 24 - DURATION

This Agreement shall be effective as of July 1, 1986, except as otherwise noted herein, and shall remain in full force and effect through June 30, 1989. Thereafter, it shall automatically renew itself from year to year thereafter unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party shall give written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, or terminate this Agreement. In the event of such a notice, the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request.

This Agreement constitutes a full and complete settlement of all outstanding issues between the Board and the Association.

Board of Community College
District No. 524, County of
Cook and State of Illinois

By
Chairman, Board of Trustees

By Blas I. Olivares
Secretary, Board of Trustees

By
Chief Negotiator

Moraine Valley Faculty
Association

By
President, Faculty Association

By
Secretary, Faculty Association

By Ronald Svara
Chief Negotiator

Appendix A

DEPARTMENT HEAD COMPENSATION (Release Time) SYSTEM

For department heads qualifying for release time under Article 20.10, release time will be computed as follows:

1. The full-time faculty category will be computed on a scale of 1 to 3.

   1-10 F/T faculty = 1 point
   11-15 F/T faculty = 2 points
   16 & over F/T faculty = 3 points

2. The part-time faculty category will be computed on a scale from 1 to 6.

   1-5 P/T faculty = 1 point
   6-10 P/T faculty = 2 points
   11-15 P/T faculty = 3 points
   16-20 P/T faculty = 4 points
   21-25 P/T faculty = 5 points
   26 & over P/T faculty = 6 points

3. The tasks involved within each department will be evaluated on a scale from 0 to 3. The task descriptions are:

   a. equipment intensity - evaluates the amount and nature of departmental equipment including related regular maintenance activities.

   b. supply intensity - evaluates the amount and nature of supplies which must be purchased, inventoried and maintained by a department head.

   c. discipline diversity - evaluates the number and type of curricular disciplines under the auspices of the department head.

   d. curriculum activities - specifically evaluates the nature of curricular work either on-going or under development in the department head's area; for example, new curriculum and self-studies or accreditations.

   e. external agency - evaluates departmental interaction with outside agencies; for example, affiliation agreements, cooperative educational agreements, and specific externally funded programs.

f. facilities - evaluates the type, nature, and extent of college facilities under department head control; for example, laboratories.

g. cross division coordination - evaluates the departmental interaction with other departments and divisions within the college; for example, co-curriculum development, co-recruitment activities and sharing of facilities or equipment.

h. lab aides/paraprofessionals - evaluates the number and type of such employees performing work under departmental head auspices.

i. optional - evaluates departmental activities not included in (a)-(h) above indicative of unique or special departmental circumstances.

4. If a department head has over 18 points, a maximum of 18 points will be awarded. If a department head has under 12 points, a minimum of 12 points will be awarded. If a department head has between 12 and 18 points, the actual number of points will be awarded.

5. After the points have been awarded, the annual department head ECH release time will be computed as follows:

# points	Annual ECH
12	16
13	17
14	18.5
15	20
16	21
17	22.5
18	24

Appendix B

Department:	SPR 86 CR HR	FALL 85 CR HR	TOTAL	FACTOR		ADJ ECH
SOCIAL SCIENCE/PE	9448	6517	15965	1.42	22641	11321
AIB/BUS/IFE/RST/RTM/TRA	10873	9430	20303	1.08	21826	10913
COM/LIT	10530	9117	19647	1.05	20629	10315
MATH	9835	8768	18603	1.01	18789	9395
HUMANITIES	5841	5749	11590	1.29	14929	7465
CIS	4852	4775	9627	1.44	13890	6945
PHYSICAL SCIENCE	4631	4772	9403	1.41	13234	6617
PUBLIC SERVICE	4076	4559	8635	1.46	12607	6304
BEHAVIORAL SCIENCE	5974	5583	11557	1.01	11673	5836
BIOLOGY	3965	3664	7629	1.45	11097	5548
OFC/WPR	3141	2566	5707	1.89	10762	5381
ALLIED HEALTH	1391	1670	3061	2.80	8571	4285
DEVELOPMENTAL-ED	4328	2664	6992	1.00	6992	3496
NURSING	1505	1412	2917	2.14	6242	3121
DET/ELT/TCM	1142	756	1898	1.23	2330	1170
AUTOMOTIVE	738	674	1412	1.59	2243	1121
ENR/HAC	860	746	1606	1.31	2096	1048
MET/NDE	658	493	1151	1.41	1624	812
DFT/EGN	528	543	1071	1.39	1489	745
WELDING	500	386	886	1.61	1422	711
IMM/MTO	516	431	947	1.50	1421	710
IET/SUP	135	123	258	1.00	258	129

↑ Release Time

No Release Time ↓

Appendix C

	Released Time (ECH)		Stipend	
	Old	New	Old	New
Social Science/PE	24	24	2500	3000
ATB/BUS/IFE/RST/RTM/TRA	15	16	2500	3000
COM/LIT/Languages	18.75	20	2500	3000
MTH	20	21	2500	3000
Humanities	24	24	2500	3000
CIS	24	24	2500	3000
Physical Science	24	24	2500	3000
Public Service	24	24	2500	3000
Behavioral Science	15	16	2500	3000
Biology	24	24	2500	3000
OFC/WPR	24	24	2500	3000
Allied Health	24	24	2500	3000
Nursing	24	24	2500	3000
Electronics, TCM	--	--	3000	3000
Automotive	--	--	3000	3000
Heating/Air Conditioning, ENR	--	--	3000	3000
Nondestructive Evaluation	--	--	3000	3000
Drafting, EGN	--	--	3000	3000
Welding	--	--	3000	3000
Machine Tool, IMM	--	--	3000	3000
Industrial Engineering Tech., SUP	--	--	3000	3000

Appendix D

1986-87 SALARY SCHEDULE

STEP	D	C	B	A
1	16,165	18,679	21,416	24,750
2	16,969	19,560	22,373	25,784
3	17,773	20,441	23,329	26,817
4	18,578	21,321	24,287	27,890
5	19,383	22,202	25,259	29,005
6	20,188	23,091	26,269	30,123
7	20,996	24,014	27,304	31,240
8	21,835	24,966	28,339	32,358
9	22,705	25,921	29,373	33,476
10	23,576	26,873	30,410	34,593
11	24,446	27,825	31,445	35,711
12	25,316	28,778	32,479	36,827
13	26,186	29,730	33,515	37,946
14	27,056	30,684	34,551	39,062
15	27,926	31,635	35,585	40,181
16	28,797	32,589	36,620	41,298
17	29,667	33,541	37,656	42,416
18		34,495	38,691	43,533
19				44,652

Appendix D1

1986-87 E LANE

	STEP
12,018	1
12,713	2
13,408	3
14,104	4
14,799	5
15,495	6
16,190	7
16,886	8
17,581	9
18,276	10
18,971	11
19,686	12
20,257	13
20,905	14

Appendix E

1987-88 SALARY SCHEDULE

STEP	D	C	B	A
1	16,900	19,528	22,389	25,875
2	17,458	20,174	23,129	26,730
3	18,326	21,125	24,163	27,847
4	19,195	22,076	25,196	28,962
5	20,064	23,027	26,230	30,121
6	20,934	23,978	27,280	31,325
7	21,803	24,938	28,371	32,533
8	22,675	25,935	29,489	33,739
9	23,582	26,963	30,606	34,947
10	24,521	27,994	31,723	36,154
11	25,462	29,023	32,843	37,361
12	26,402	30,052	33,961	38,568
13	27,341	31,080	35,077	39,774
14	28,280	32,109	36,196	40,982
15	29,220	33,139	37,315	42,187
16	30,161	34,166	38,432	43,395
17	31,101	35,196	39,550	44,602
18		36,224	40,668	45,809
19				47,016

Appendix E1

1987-88 E LANE

	STEP
12,564	1
12,979	2
13,730	3
14,480	4
15,232	5
15,983	6
16,735	7
17,485	8
18,237	9
18,988	10
19,738	11
20,489	12
21,261	13
21,877	14

Appendix F

1988-89 SALARY SCHEDULE

STEP	D	C	B	A
1	17,749	20,510	23,515	27,176
2	18,336	21,188	24,292	28,074
3	18,942	21,888	25,095	29,002
4	19,884	22,920	26,216	30,213
5	20,827	23,952	27,337	31,424
6	21,770	24,984	28,460	32,681
7	22,713	26,017	29,599	33,988
8	23,656	27,057	30,782	35,299
9	24,603	28,139	31,995	36,607
10	25,586	29,255	33,208	37,918
11	26,606	30,374	34,419	39,227
12	27,626	31,490	35,635	40,537
13	28,646	32,606	36,847	41,846
14	29,665	33,722	38,059	43,154
15	30,684	34,838	39,273	44,465
16	31,704	35,955	40,487	45,773
17	32,724	37,070	41,698	47,084
18		38,187	42,911	48,393
19				49,703

Appendix F1

1988-89 E LANE

	STEP
13,195	1
13,632	2
14,082	3
14,897	4
14,547	5
16,527	6
17,341	7
18,157	8
18,972	9
19,787	10
20,602	11
21,416	12
22,231	13
23,068	14

Appendix G

LANE PLACEMENT & PROMOTION

		Libr. & Counselors Dev. Educ. & LAS		Career Teachers of AAS and Certificate Programs		
A LANE						
01.	DEGREE	DR.	M.[1]	M.[1]		
02.	CREDIT HOURS	0	60	60		
	a) Subject field		30-60	30-60		
	b) Related		0-30	0-30		
	c) Other		0-15	0-15		
03.	PROF. EXPER.[2]	10	15	15		
	a) Teaching	5-10	5-15	5-15		
	b) Technical	0-5	0-8	0-8		
B LANE						
01.	DEGREE	DR.	M.[1]	M.[1]	M.[1]	B.
02.	CREDIT HOURS	0	30	30	0	0
	a) Subject field		15-30	15-30		
	b) Related		0-15	0-15		
	c) Other		0-7.5	0-7.5		
03.	PROF. EXPER.[2]	5	9	9	13	16
	a) Teaching	2-5	5-9	5-9	5-10	5-13
	b) Technical	0-3	0-5	0-5	3-8	3-11
C LANE						
01.	DEGREE	DR.	M.[1]	M.[1]	B.	Journeyman
02.	CREDIT HOURS	0	15	15	0	0
	a) Subject Field		0-15			
	b) Related		0-6			
	c) Other		0			
03.	PROF. EXPER.[2]	0	5	5	10	10
	a) Teaching		0-5	0-5	0-6	3-10
	b) Technical		0-5	0-5	0-6	0-7
D LANE						
01.	DEGREE		M.[1]	M.[1]	B.	Journeyman
02.	CREDIT HOURS		0	0	0	0
03.	PROF. EXPER.[2]		0	0	3-5	0
	a) Teaching				0	0-3
	b) Technical				3-5	2-5

Notes:
1. Master's Degree in subject field or equivalent
2. Professional Experience: (a) Teaching is at the college level. One (1) year teaching credit for each two (2) years teaching other than college for lane placement (b) Previous positions at MVCC performing job-related functions qualify for technical experience.

Appendix H

SCHEDULE OF STIPEND PAYMENTS
AS A % OF BASE SALARY
BASED ON YEARS OF SERVICE AT MVCC

	YEARS OF SERVICE					
AGE AT RETIREMENT	10	11	12	13	14	15+
55	80	85	91	96	98	100
56	76	82	91	94	98	100
57	70	78	83	92	96	100
58	64	72	80	84	94	98
59	58	68	75	82	90	96
60	52	62	71	78	86	92
61	46	55	65	74	82	88
62	40	49	59	68	81	84
63	33	42	52	63	72	79
64	26	36	44	56	65	73
65	20	28	39	48	59	67
66	14	23	31	42	52	61
67	8	17	26	34	45	54
68	2	11	20	30	36	47
69	0	3	13	23	33	39

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001728

AGREEMENT

BETWEEN

THE BOARD OF ILLINOIS COMMUNITY COLLEGE DISTRICT 527

AND

THE MORTON COLLEGE CHAPTER, LOCAL 1600, A.F.T

COOK COUNTY, ILLINOIS

AUGUST 14, 1986 - AUGUST 23, 1989

2 yr

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ARTICLE 1.0

RECOGNITION

1.1 Bargaining Agent and Scope of Agreement. In order to promote orderly and constructive relationships between itself and its educational employees for the benefit of the institution that it governs, the Board of Trustees of Community College District No. 527, hereinafter the Board, recognizes the elected representatives of the full-time faculty, the Morton College Chapter of the Cook County Teachers Union Local 1600 A.F.T., hereinafter the Union, as sole collective bargaining agent for all full-time faculty to negotiate and bargain for salaries, rates of pay, hours of work, fringe benefits, working conditions, and grievance procedures.

1.2 Other Matters for Bargaining. The Board and Union further agree to bargain on other matters only by mutual consent.

1.3 Duration. The duration of the certificate of results of said election shall be for a period from the date of the election until September 30, 1969, and shall continue thereafter until at least twenty per cent (20%) of said full-time faculty as defined hereinafter shall petition that a negotiating agent election be called and an election be held, and a new bargaining agent qualified.

ARTICLE 2.0

DEFINITIONS

2.1 Faculty. The term "faculty" refers to all teachers, counselors, and professional librarians.

2.2 Teacher Welfare. The term "teacher welfare" is either any item mutually agreed upon by the parties to this Agreement or any item contained in this Agreement.

2.3 Summer Class. A "summer class" is a class scheduled day or evening during the summer session.

2.4 Administrator. Any employee of the Board holding an administrative contract. No full-time faculty member shall be deemed to be an administrator because of participation in decisions with respect to courses, curriculum, personnel, or other matters of educational policy.

2.5 Full-Time Faculty. "Full-time Faculty" means those employees of the College appointed by the Board, regularly engaged in teaching, or counseling, or professional library work on a normal full-time basis, as defined in this Agreement, for the regular academic year, and hold tenure or are eligible for tenure under Chapter 122, par. 103 B-1 and 1-3 B-2, of the Illinois State Statutes (Public Community College Act).

2.6 Part-Time Faculty. "Part-time Faculty" refers to faculty who are not designated as full-time.

2.7 Teacher Aide. "Teacher Aide" refers to an individual who while not possessing full professional standing as determined by training and experience is hired to aid a faculty member.

2.8 Academic Year. "Academic year" refers to that period as provided by the calendar from the first faculty work day of the first semester through commencement. This period, excluding summer school, consists of two semesters. Beginning January 31, 1977, the exception to this shall be in the case of full-time faculty with less than normal load (Article 9, Sec. 9.2.1) cumulative for the fall and spring semester. The summer session may then be used to complete the normal load.

2.9 Overload Pay. "Overload pay" refers to that remuneration received for specified work beyond the teaching load for full-time faculty.

ARTICLE 3.0

BOARD-UNION RELATIONS

3.1 Contract Ratification by Board and Union. Community College District 527 recognizes authorized representatives of the Union consisting of the chairperson and vice chairperson, or alternates, and others appointed by the chairman as parties to this Agreement. Contract ratification is accomplished by affixing of signatures of the chairman of the College Board and the chairperson of the Union.

3.2 Negotiations Calendar. On or before the first day of February prior to the expiration of this agreement the Board and the Union shall give each other, in writing, the names of their respective negotiating committees. The parties set as a goal for the conclusion of a new agreement the thirtieth day of June of the year in which this agreement expires.

3.3 Compliance. Neither the Board and its representatives nor the Union and its representatives will take any action violative of, or inconsistent with, any provision of this Agreement.

3.4 Financial Information. The Board of Trustees agrees to furnish to the Union, in response to requests from time to time, information concerning the financial resources of the college which is publicly available.

3.5 Ground Rules. Within two weeks of having notified each other of the names of the members of their respective negotiating committees, the committees shall meet to negotiate a set of ground rules for the negotiation of a new agreement and to define the scope of negotiations.

3.6 Matters of Mutual Concern. The President of the College, or an appropriate administrator acting on his behalf, shall meet with the Union, at the request of either party, to discuss matters relating to the implementation of this agreement or other matters of mutual concern. All meetings shall be held at times convenient to both parties.

3.7 Dues Deductions. The Board agrees to payroll deductions for Union dues for Union members.

3.8 Non-Discrimination by Board. The Board agrees to a policy of non-discrimination against any faculty member, in the appointment to positions or assignments within the college district, on the basis of race, creed, color, national origin, sex, marital status, age, or membership in the Union.

3.9 Non-Discrimination by Union. The Union agrees to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, age, or marital status, and to represent equally faculty without regard to membership or participation in, or association with, the activities of any faculty organization.

3.10 Board to Distribute Copies of Agreement. The Board of Trustees agrees to distribute, or cause to be distributed, copies of this entire Agreement to all full-time faculty within ten days following ratification of the Agreement by the parties. The Board further agrees to distribute, or cause to be distributed, to new full-time faculty members copies of this Agreement. The Board of Trustees agrees to distribute other policy statements that are available affecting full-time faculty members at the time of employment.

3.11 No Loss of Pay. When the parties mutually agree to conduct negotiations sessions at times that conflict with faculty responsibilities, as required by the college, the faculty members shall suffer no loss in salary due to the time spent in negotiating sessions.

3.12 Academic Calendar. The calendar shall be mutually discussed by the Union and the President of the College prior to submission to the Board for adoption. Once the calendar is adopted, it may be changed only by Board action or by the President because of an emergency or other compelling reason.

3.13 Duty-Free Days. The faculty shall have three week days duty free between the examination period and the beginning of classes for the second semester. These days shall be for the purpose of preparing for the new semester.

3.14 Grades. The college calendar shall provide for at least one full weekday (Monday through Friday) following the last day of final exams before grades are due from the faculty.

3.15 Union to be Notified of Meetings. The Board of Trustees agrees to notify the Union of its regular and special meetings. In addition, the agenda for these meetings will be made available to the Union through its chairman at approximately the same time as to the Trustees.

3.16 Superior Authority. If any part of this Agreement is subsequently declared by legislative judicial authority, or policies and guidelines of the Illinois Community College Board to be illegal or non-binding, all other provisions remain in force and will not be affected, so that this Agreement will remain whole with the void provision(s) deleted. Advisory opinions by attorneys do not automatically void parts of this Agreement.

3.17 Management Rights. The Board of Trustees and Administration hereby retains and reserves unto themselves all rights, powers, authority, duties and responsibilities conferred upon or vested in them by law including, but not limited to, the right to determine the purpose, mission, object and policies of the College; to determine the facilities, method, means, equipment, procedure, and personnel required to conduct the College programs; to administer the personnel system of the college including, but not limited to, the recruitment, selection, appointment, evaluation, training, retention, promotion, assignment, discipline, suspension, demotion and discharge of employees; to direct, supervise, schedule and assign the work force; to establish standards and criteria for performance; to maintain the discipline and efficiency of the employees and the operation of the College; and to take whatever actions may be necessary or appropriate to carry out the mission of the College. The parties agree that all customary and usual rights, powers, functions and authority possessed by management are vested in the Board of Trustees and Administration and they shall continue to exclusively exercise such powers, duties and responsibilities during the period of this Agreement except as limited by the specific and express terms of this Agreement.

3.18 No-Strike Provision. The Union agrees that during the term of this Agreement it shall not authorize any strike, work stoppage, slowdown, picketing, or the spurious use of sick or emergency leave against the Board.

3.19 Meeting Space and Duplication Services. The Board agrees to treat the Union no differently than any other in-house faculty organization with respect to providing an on-campus meeting place or duplication services.

ARTICLE 4.0

SALARY AND RATES OF PAY FOR FULL-TIME FACULTY

4.1 Compensation Based on 36-Week Calendar. The compensation program for full-time faculty is based upon the concept of a 36-week academic calendar to include not more than 165 actual work days rendered to the college. The weekly base rate of each salary shall be determined by dividing the total salary paid for an academic year by 36. The weekly base rate shall be used as a basis to determine the amount of compensation paid to faculty for full-time contractual service for an academic year or more.

4.2 Substitutes. Substitutes employed for an entire semester or more, during which they fulfill the same duties as a probationary or tenured faculty member (i.e. those who have the responsibility of lesson planning, testing, and record keeping, because they are substituting during sabbatical leaves or are replacing faculty members on sick leave or for any other reason) shall receive an appropriate proportionate amount according to this formula:

$$\frac{\text{No. of days taught}}{165} \times \frac{\text{contact hours}}{15} \times \text{salary at 0 step of their appropriate lane not to exceed the MA lane}$$

Substitutes employed for an entire semester or more shall receive all of the welfare benefits of a full-time faculty member on the 0 step of the salary schedule.

4.3 Substitute Pay for Faculty. Any faculty member who substitutes shall be paid at the rate of $10 per class period. No person shall be paid extra for teaching two sections at the same hour nor shall the faculty member be asked to do so.

Faculty members shall receive a voucher signed by the supervisor each time the faculty member substitutes. Payment for such service shall be made to the faculty member no later than the second pay day following such service.

4.4 Placement on Salary Schedule Based on Prior Experience. A regularly employed full-time faculty member shall receive credit on the salary schedule as follows: previous college teaching shall be counted one for one not to exceed eleven years' experience credit; previous high school teaching experience shall be counted one for one for the first five years and two for one for the remaining years not to exceed nine years' experience credit; previous teaching experience at levels lower than the ninth grade shall be counted two for one not to exceed four years' experience credit. Experience other than teaching but directly related to the field of employment at Morton College shall be allowed up to a maximum of ten years according to the following criteria:

4.4.1 Criteria. These criteria shall apply equally to all full-time faculty in all departments.

4.4.2 Applicable Experience. Experience shall be considered only if the applicant was employed a normal working week for the occupation in which he was engaged.

4.4.3 Minimum Experience Required. At least nine months of such employment shall be necessary to allow one year's credit on the salary schedule.

College substitute teaching shall be applied as experience credit on the salary schedule up to a maximum of three years. Substitute teaching in this context is interpreted to mean full-time and continuous teaching of a given program for not less than a complete semester at any one time.

More than one type of experience may be used for placement on the salary schedule, but in no case shall the total experience credit allowed exceed 11 years.

Summer and evening school teaching for extra pay shall not be counted toward experience on the salary schedule.

The final date for application for a change in lateral placement on the salary schedule shall be October 1 of a given year.

4.5 Salary Schedule. The salary schedule for the academic years 1986-87, 1987-88, and 1988-89 shall be based on the table on Pages 12, 13 and 14 respectively and shall be applicable to all board-approved full-time faculty who serve during the period covered by this Agreement.

Each full-time faculty member shall be placed on the salary schedule at his appropriate place with respect to recognized experience credit and training.

SALARY SCHEDULE FOR 1986-87

Experience Credit	**BA**	**BA+15**	**BA+30**	**MA**	**MA+15**	**MA+30**	**MA+45**	**PHD**
0	19,096	19,587	20,103	20,606	21,108	21,623	22,127	22,654
1	19,671	20,210	20,773	21,336	21,911	22,462	23,037	23,492
2	20,857	21,480	22,103	22,738	23,373	24,032	24,691	25,326
3	21,432	22,103	22,786	23,481	24,175	24,894	25,601	26,295
4	21,971	22,750	23,481	24,211	24,978	25,744	26,512	27,290
5	22,594	23,397	24,175	24,954	25,805	26,620	27,458	28,176
6	23,181	24,032	24,858	25,697	26,595	27,482	28,380	29,267
7	23,768	24,667	25,554	26,440	27,397	28,345	29,303	30,249
8	24,355	25,301	26,248	27,182	28,201	29,207	30,225	31,243
9	24,942	25,936	26,931	27,937	29,003	30,069	31,136	32,225
10	25,518	26,584	27,625	28,680	29,806	30,932	32,082	33,208
11	26,116	27,207	28,309	29,423	30,608	31,807	33,017	34,203
12	26,703	27,841	29,003	30,154	31,412	32,669	33,927	35,185
13	27,386	28,572	29,758	30,932	32,225	33,508	34,802	36,107
14	28,093	29,314	30,525	31,746	33,065	34,395	35,712	37,042
15	28,824	30,069	31,328	32,573	33,927	35,281	36,647	37,988
16	29,578	30,861	32,130	33,412	34,802	36,204	37,593	38,995
17	30,489	31,663	32,968	34,275	35,712	37,150	38,564	40,013

SALARY SCHEDULE FOR 1987-88

Experience Credit	**BA**	**BA+15**	**BA+30**	**MA**	**MA+15**	**MA+30**	**MA+45**	**PHD**
0	20,242	20,763	21,309	21,842	22,375	22,921	23,454	24,014
1	20,851	21,422	22,020	22,616	23,226	23,810	24,419	24,902
2	22,108	22,769	23,429	24,102	24,775	25,474	26,172	26,845
3	22,718	23,429	24,153	24,890	25,625	26,388	27,137	27,873
4	23,289	24,115	24,890	25,664	26,477	27,289	28,102	28,928
5	23,949	24,801	25,625	26,451	27,353	28,217	29,105	29,867
6	24,572	25,474	26,350	27,238	28,191	29,131	30,083	31,023
7	25,194	26,147	27,087	28,026	29,041	30,046	31,061	32,064
8	25,816	26,819	27,823	28,813	29,893	30,960	32,038	33,118
9	26,439	27,492	28,547	29,613	30,743	31,873	33,004	34,159
10	27,049	28,179	29,283	30,401	31,595	32,787	34,007	35,200
11	27,683	28,839	30,007	31,188	32,445	33,715	34,998	36,255
12	28,306	29,512	30,743	31,963	33,296	34,630	35,963	37,296
13	29,029	30,286	31,544	32,787	34,159	35,518	36,890	38,274
14	29,778	31,073	32,356	33,651	35,049	36,458	37,855	39,264
15	30,553	31,873	33,208	34,527	35,963	37,397	38,845	40,267
16	31,353	32,712	34,058	35,417	36,890	38,376	39,848	41,335
17	32,318	33,563	34,946	36,331	37,855	39,379	40,877	42,414

SALARY SCHEDULE FOR 1988-89

Experience Credit	**BA**	**BA+15**	**BA+30**	**MA**	**MA+15**	**MA+30**	**MA+45**	**PHD**
0	21,517	22,071	22,651	23,218	23,784	24,365	24,932	25,526
1	22,165	22,772	23,407	24,041	24,669	25,310	25,957	26,471
2	23,501	24,203	24,905	25,621	26,336	27,079	27,821	28,537
3	24,150	24,905	25,674	26,458	27,240	28,051	28,847	29,629
4	24,756	25,634	26,458	27,280	28,145	29,008	29,873	30,750
5	25,458	26,363	27,240	28,117	29,076	29,995	30,939	31,749
6	26,120	27,079	28,010	28,954	29,967	30,966	31,978	32,977
7	26,781	27,794	28,793	29,792	30,871	31,938	33,018	34,084
8	27,443	28,509	29,575	30,629	31,776	32,910	34,057	35,204
9	28,104	29,224	30,346	31,479	32,680	33,881	35,084	36,311
10	28,753	29,954	31,128	32,316	33,585	34,853	36,150	37,418
11	29,427	30,656	31,898	33,153	34,489	35,839	37,203	38,539
12	30,089	31,371	32,680	33,977	35,394	36,811	38,229	39,646
13	30,858	32,194	33,531	34,853	36,311	37,756	39,214	40,685
14	31,654	33,031	34,395	35,771	37,257	38,755	40,239	41,738
15	32,478	33,881	35,300	36,703	38,229	39,753	41,293	42,804
16	33,328	34,773	36,204	37,648	39,214	40,793	42,359	43,939
17	34,529	35,852	37,323	38,795	40,414	42,035	43,628	45,261

4.6 Retirement. A full-time faculty member who presents evidence of having filed for a pension from the Universities Retirement System shall be defined as having retired; or on the present basis by which the College Board recognizes retirement (which is 25 years of service at Morton).

4.7 Longevity Payments. Faculty members presently receiving longevity payments will continue to receive these payments.

4.8 Board to Fund Worthwhile Educational Projects. The Board agrees to provide $1,000 per year to be used at the discretion of the President as grants-in-aid to education to full-time faculty to fund worthwhile educational projects of direct benefit to Morton College. Such funding may be used to help defray travel expenses and the purchase of necessary supplies or equipment, but shall not be limited to these.

4.9 Faculty Assistance to Clubs. Faculty members shall be encouraged to volunteer their assistance in the activities of any club. Club advisors shall be nominated by the respective clubs and approved by the Vice President of Student Affairs. There shall be no extra pay for assisting in the activities of any club.

4.10 Overload Pay. Overload and summer pay shall be as follows:

4.10.1 Transfer and Career Courses: $18.40 per equated contact hour.

4.10.2 Community Service Courses: $14.00 per contact hour.

4.10.3 Counseling and Librarian Service: $18.40 per clock hour.

4.10.4 Continuing Education Courses: $16.50 per equated contact hour.

A full-time faculty member shall not be paid at a rate less than a part-time faculty member for the above-listed courses or service.

4.11 Professional Growth Credit. Professional Growth Credit (PGC) for the purpose of horizontal movement on the salary schedule may be awarded to faculty upon prior recommendation of the appropriate Dean and prior approval of the Vice President. All plans for engaging in professional growth activities for which professional growth credit shall be requested will be noted in the "Annual Plan for Professional Development" section of the Morton College Faculty Evaluation Procedures. The specifics and rationale for such activities shall be submitted for approval in writing 30 days before an application or registration with an external agency is due or 30 days before the professional growth activity is to begin if there is no application or registration required. The approval or denial of the activity shall be forwarded to the faculty member at least one week before the application or registration with the external agency is due or the professional growth activity is to begin if there is no application or registration required. If the activity is denied by the administration, it will be accompanied by a rationale for such denial. The faculty member shall have the right to immediate appeal to the president of the college.

All PGC activities requested by faculty shall be directly related to current teaching or current work assignments. PGC activities for future teaching or future work assignments shall be considered only if such changes are desired by the college.

As a general rule, no more than six PGC per semester and nine PGC per summer semester shall be approved. All experiences and class work must be verified through official correspondence, records, or transcripts. The college reserves the right to request supplemental data for all experiences not documented by traditional transcripts from institutions of higher learning.

PGC shall be considered for the following types of activities:

4.11.1 Credit-Course Work: Graduate- and undergraduate-course work from accredited and/or established institutions of higher learning. PGC shall be equivalent to the semester credit-hour calculation for the given course.

4.11.2 Seminars, Symposiums, Workshops, In-Service Programs, and Non-Credit Course Work: Such activities shall be offered by accredited, established, and/or reputable agencies. PGC shall be based on a ratio of one semester hour credit hour to 15 hours of actual contact experience.

4.11.3 Summer Occupational Experience: All such experience shall be for the purpose of acquiring new discipline knowledge accessible only through this vehicle and/or maintaining the state of the art as applied in the field. A detailed self-analysis of the occupational experience shall be submitted to the vice president before October 1 of the year following the experience for PGC consideration. During any four-year period, only two years shall be eligible for professional growth credit. Summer occupational-experience PGC shall be based on a ratio of one semester credit hour equal to 100 clock hours of actual occupational experience.

4.11.4 Faculty Without Degree: Faculty hired without a formal college degree shall be placed on the BA level with the appropriate number of years of experience credit. After three years from date of employment, such faculty shall become eligible for PGC placement as indicated below:

EARNED PGC	LANE PLACEMENT
1-14	I
15-29	II
30-44	III
45-59	IV
60-74	V
75-89	VI
90-104	VII

4.11.5 For the purpose of administering this section, it shall be understood that the salary-lane placement does not establish degrees, nor will it be interpreted as being degree equivalent.

ARTICLE 5.0

PERSONNEL POLICIES AND PROCEDURES

5.1 Personnel Files of Full-Time Faculty. The official personnel files located in the office of the President shall be the only official file and shall be complete. All material judged by any member of the administration worthy of preservation for the record shall be put in the official file. Upon written request, a faculty member shall have the opportunity of reviewing his file. There may be a periodic review of all the material in the file by the faculty member and his Vice President. The faculty member may request and the Vice President may recommend to the President that material in the faculty member's file be removed and destroyed. Only the President may authorize the removal and destruction of material from the official personnel file.

5.2 Placement of Material in File. No material relative to a faculty member's conduct, service, character, or personality shall be placed in the official file unless the faculty member has had an opportunity to read the material. (This excludes placement office credentials.) The faculty member may acknowledge that he has read such material by affixing his signature on the copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with its content. A faculty member shall have the right to answer any material filed, and his answer shall be attached to the file copy. A faculty member shall have the obligation to provide a copy of his answer to the person originating the material that is filed.

5.3 Reproduction of Material in File by Full-Time Faculty Member. A faculty member shall be permitted to reproduce any material, exclusive of placement office credentials, in his official file. The content of these official files may not be removed from the office, and the faculty member shall arrange with the President's secretary for reproduction of desired materials.

5.4 Dismissal of Faculty. All dismissal of faculty shall be in accordance with the Illinois Public Community College Act, Chapter 122, Section 103B.

5.5 Performance of Faculty Member. The President of the College and all other administrators shall state the purpose, in advance, to the faculty member, for which a conference dealing with the fitness or performance of a faculty member is called.

5.5.1 Disciplinary Hearings and Evidence. Whenever a faculty member is summoned for an interview or hearing for the record which may lead to disciplinary action, the faculty member shall be given three (3) school days written notice; and such written notice shall both specify the nature of the business and/or charges being brought against the faculty member and advise of the right to representation of his/her choosing throughout all meetings or conferences dealing with the matter. Both the faculty member and the administration shall have the right to present and examine witnesses and to cross-examine witnesses and the faculty member or his/her counsel shall be given full opportunity to deny, refute, and to rebut all charges against the faculty member. All conferences shall be scheduled at a time and place which will afford ample opportunity for all persons who are entitled, including representatives of and witnesses for the faculty member, to attend. The administration shall make available to the faculty member such authority as it may possess to require the presence of witnesses. While the investigations or hearings are taking place, though a faculty member may be under summary suspension, his rights are not to be prejudiced. This means that the faculty member shall continue to recelved full pay pending final adjudication. After the above process has been completed, the faculty member shall have the right to use the Grievance Procedure if he/she feels that his/her rights have been violated.

5.6 Vacancies. The President shall post notices in appropriate places listing all vacancies in administrative and staff positions in the college. Qualifications and duties for such positions shall be included in the notification.

5.7 Job Description. Job descriptions of all administrators will be placed in the faculty handbook.

5.8 Organizational Chart. Before the Board adopts any changes in the organizational chart of the College, the President of the College shall allow the Advisory Committee to Administration to consider such changes.

5.9 Faculty to be a Member of One Department. Each faculty member shall be a member of only one department and shall be so listed on the staff roster. A faculty member teaching a course in a department other than the one in which he is a member shall be considered as on loan and not as a member of the department offering the course.

5.10 Classification of Faculty. Each faculty member shall be classified as full-time, part-time, and/or substitute.

5.11 Written Confirmation of Employment. All members of the faculty shall receive written confirmation of employment specifying the salary and length thereof.

5.12 Faculty to be Represented in Selection of President. All committees established for the purpose of selecting a college president shall include three faculty members to be elected by the faculty.

5.13 Removal of Faculty from Classroom. No faculty member shall be removed from the classroom or barred from carrying out his normally assigned duties and professional obligations without the observance of academic due process. This shall consist of the following conditions:

5.13.1 Presence in Classroom Adjudged a Danger. The faculty member has been adjudged by the President of the College to be in such a condition that the faculty member's continued presence in the classroom or on the premises constitutes a real and present danger of physical harm to himself, to students, or to other persons, and has been so notified. In such an event, the removal or barring order must be signed by the President. Furthermore, either in the order or within 24 hours following the delivery of the order to the faculty member, it shall be the responsibility of the President to give a written statement to the faculty member specifying the circumstances which prompted the removal or barring order and the specific reason(s) therefor, and a copy to the Union president. Such removal or prohibition from carrying out assigned duties shall not affect the status of the faculty member as it relates to compensation and welfare benefits. These benefits shall be paid under the terms of this Agreement until such time as a hearing has been concluded by the Board of Trustees. This hearing shall be consistent with the method of conference and hearing set forth in the Grievance Procedure of this Agreement. The decision of the hearing shall be in writing and shall not go into effect until signed by the Board of Trustees and delivered to the faculty member concerned.

OR

5.13.2 Employee Discharged According to Law. The employee has been discharged from his position in accordance with the provisions of applicable law.

5.14 Notification of Appointment to Summer Faculty. Notification of appointment to the summer faculty, together with assignments to courses, shall be given to the teacher in writing by the Vice-President for Academic Affairs no later than 30 days prior to the beginning of the summer session.

5.15.1 Release of Tenured Faculty. Before a tenured faculty member is released, every effort shall be made by the College to place the faculty member in another faculty position for which, by experience and training, that faculty member is qualified. Notice of intent to terminate a tenured faculty member by reason of cutbacks shall be given in writing by the President not later than March 1. This provision shall not be construed to cancel or reduce any legal rights to which the faculty member is entitled under tenure.

5.15.2 Teachers Released According to Seniority in Department. Teachers shall be released according to department seniority, with those faculty with the least seniority in the discipline affected to be released first.

ARTICLE 6.0

WORKING CONDITIONS

6.1 Parking. The College shall make every reasonable effort within the limits of its authority and means to provide parking for faculty members on or near the campus(es).

6.2 Office Equipment. College faculty members shall have available for their use necessary office furniture and equipment. Telephone service will be provided within reasonable proximity to all college faculty office areas.

6.3 Lounge. A lounge shall be provided for college faculty and staff according to the availability of space for college purposes.

6.4 Faculty to Work with Planners and Architect. Faculty members shall be selected by each department to work with educational planners and architects in preparing the program of educational specifications prior to the architectural basic-design stage for new construction and/or remodeling of College facilities.

6.5 Medical Emergencies. The college administration shall provide the staff with instructions for handling medical emergencies.

6.6 Activities Calendar. An activities calendar shall be issued at least once each semester to each faculty member.

6.7 Clerk-Typist. A full-time faculty clerk-typist shall be provided. The clerk-typist will do work for the faculty which shall have priority over all other work and shall be completed in preference to any other work.

6.8 Assignment of Teacher Aides. Teacher aides shall not be assigned to a faculty member without the teacher's consent.

ARTICLE 7.0

LEAVES

7.1 For Full-Time Faculty:

7.1.1 Sick Leave:

7.1.1.1 Definition: Absence approved as "sick leave" shall, in general, be absence owing to personal illness or incapacity which prevents a faculty member from performing his teaching or other professional duties.

7.1.1.2 Extent:

7.1.1.2.1 Regular Sick Leave. Fifteen days each academic year at full pay. In the event that the full amount of annual leave thus allowed is not used, the unused amount shall accumulate as long as the faculty member is in continuous employment status with Morton College.

7.1.1.2.2 Partial Sick Leave. Ten days at reduced pay each academic year. The reduced pay is defined as 80 percent of the full pay for each school day of absence and shall accumulate to 60 days. Leave at reduced pay shall cumulate separately from but concurrently with leave at full pay and in the same manner.

7.1.1.3 Application:

7.1.1.3.1 Absence to be Subtracted. Absence for sick leave shall be subtracted from the accumulated leave.

7.1.1.3.2 Partial Days Used After Full Days. When and if the "full-pay days" have been exhausted, the balance of the absence days shall be subtracted from the reduced-pay accumulation pool.

7.1.1.3.3 Physician's Certificate. The Board of Trustees may require a certificate from a licensed physician of the faculty member's choice in the case of an absence as sick leave which exceeds ten continuous-duty days. The Board shall continue to have the right to verification of illness through other methods.

7.1.1.3.4 Sick Leave Credited. Each year, beginning with the first day of the fall semester, faculty members shall be credited with 15 days additional sick leave at full pay and 10 days additional at reduced pay.

7.1.1.3.5 Statement of Sick Leave. Each year, with the first pay check of the fall semester, each faculty member shall receive a statement of the accumulated sick leave, to include the days credited for that academic year.

7.1.2 Personal Leave:

7.1.2.1 Absence. Absence approved as personal leave shall be absence for reasons other than illness or incapacity and shall result in no loss of pay.

7.1.2.2 Extent. Personal leave shall not exceed four days each academic year and shall not be accumulated from year to year.

7.1.2.3 Personal leave is approved for:

7.1.2.3.1 Death or critical illness in the immediate family or household (mother, father, brothers, sisters, wife, husband, children, grandparents on both sides of family, or other kin held in special regard.)

7.1.2.3.2 Wedding in the immediate family.

7.1.2.3.3 Other. Any activity that requires the faculty member's presence during the school day and is of such a nature that it cannot be attended to at a time when the college is not in session or at the conclusion of a working day or on a weekend. Certain types of family obligations, legal commitments, unusual circumstances related to professional growth, and emergencies are considered to be justification for utilization of the personal business leave.

7.1.2.3.4 Transportation difficulties.

7.1.2.3.5 Court attendance.

7.1.2.4 Faculty Member to Inform Dean. A faculty member shall inform his respective dean of the reason for the need of a "personal leave" day before said day is taken. It is recognized by both the Board and the Union, however, that in cases of an emergency a faculty member may not be able to inform his respective dean in advance. In such a case, the respective dean shall be notified by the faculty member of the reason for the need of the "personal leave" day as soon as possible.

7.1.2.5 Validation. A personal leave is validated for record-keeping purposes by the appropriate administrator upon application of the faculty member through his supervisor.

7.1.2.6 Affidavit. When there is reason to believe that the personal leave provision has been misused the faculty member may be required to submit an affidavit concerning business exigency.

7.1.3 Jury Duty Leave: Absence because of service on jury duty shall result in no loss of pay for the days absent. Remuneration received for jury duty shall be reimbursed to the College.

7.1.4 Maternity Leave:

7.1.4.1 Definition: Absence approved as maternity leave shall be absence during the period of pregnancy, birth, and recuperation from birth.

7.1.4.2 Extent: Leave shall normally be for two semesters. Under extenuating circumstances a faculty member may petition the Board for a one-semester extension upon recommendation of the President. Faculty members shall notify the President of the College, in writing, of the intent to end their leaves according to the following schedule:

7.1.4.2.1 Returning in the Fall. Returning from leave in the Fall--March 1 of that year.

7.1.4.2.2 Returning in the Spring. Returning from leave in the spring--November 1 of the previous year.

7.1.4.3 No Compensation for Maternity Leave. Maternity leave shall be without compensation and without loss of job rights. Fringe benefits shall be continued at the option and expense of the faculty member.

7.1.4.4 Not Counted for Teaching Experience. Maternity leave shall not be counted as teaching experience and shall not be counted toward advancement on the salary schedule.

7.1.4.5 To be Approved by Board. Request for maternity leave shall be approved by the Board of Trustees upon recommendation of the President.

7.1.5 Military Leave: The contractual continued service of faculty members shall not be impaired because of absence due to being called to the military service of the United States. Required time spent in such military service shall count in all respects as teaching experience up to a maximum of two years.

7.1.6 Statement of Leave Charged. When a faculty member is charged with a leave, he shall receive a statement as to the type and extent of the leave charged.

7.1.7 Sabbatical Leave. Sabbatical leaves for faculty members are authorized under the following conditions:

7.1.7.1 When Taken. The first sabbatical leave may be taken after a faculty member's sixth full year of service; and a subsequent sabbatical may be taken only after six additional years of teaching service, not necessarily consecutive, or in the 7th, 14th, 21st, etc., years of experience at Morton College.

7.1.7.2 Length of Sabbatical. A sabbatical leave may be taken for either one semester or for one year. It may not be taken for a fraction of a semester.

7.1.7.3 Purpose. Sabbatical leaves may be granted for study or research or a combination of these only if they benefit the college. A plan for the period of leave shall accompany the request for leave, which shall be submitted in writing prior to March 1 and directed to the President for his approval. Requests may be placed on the Board agenda no later than the regular April meeting for action.

7.1.7.3 Compensation. During the sabbatical leave, the faculty member shall receive the difference between his established salary for the period and $1,900 a semester. However, a faculty member who has not had a sabbatical leave of one or two semesters' duration after 12 years of service may take a leave of one or two semesters' duration and shall receive full contractual salary for each semester.

7.1.7.4 Priority. Priority for sabbatical leaves shall be:

7.1.7.4.1 Service since previous sabbatical leave and number of leaves.

7.1.7.4.2 Purpose of sabbatical.

7.1.7.4.3 Recommendation of supervisor.

7.1.7.4.4 Availability of substitutes.

7.1.7.4.5 Budget allocation.

7.1.7.5 Number of Faculty Sabbaticals. The number of faculty that may be permitted at any one time to go on sabbatical leave shall not exceed three percent.

7.1.7.6 Report to be Submitted. Faculty members returning from sabbatical leave shall submit a written report of their experiences to the President or report orally to the faculty or to departmental faculty groups where a representative of the school administration is present.

7.1.7.7 Fringe Benefits While on Sabbatical. All fringe benefits such as hospitalization, major medical insurance, and life insurance shall remain in force for the duration of the sabbatical leave.

7.2 Other Leaves for Full-Time Faculty:

7.2.1 Religious Leave. Absence because of major religious observances shall result in neither loss of pay nor loss of personal leave. Such observance shall not exceed three days per academic year.

7.2.2 Overload Sick-Leave Allowance. A full-time faculty member hired for an overload assignment in addition to his regular assignment shall have his regular sick leave, when taken, cover such overload assignment. A summer-session assignment shall entitle a full-time faculty member to one non-accumulative day of sick leave.

ARTICLE 8.0

DEPARTMENTAL ORGANIZATION AND RESPONSIBILITIES

8.1 Effective Date. Effective during the term of this Agreement all instructional departments shall be grouped as follows:

8.1.1 Division of Transfer Studies

Group I: Communications

- Language Arts
- Speech and Theatre Arts

Group II: Man and Society

- Behavioral Science
- Physical Education
- Social Science

Group III: Mathematics and Science

- Mathematics
- Life Science
- Physical Science

Group IV: Fine Arts and Humanities

- Art
- Humanities
- Music

8.1.2 Division of Career Programs

Group V: Business Occupations

- Business Management
- Data Processing
- Marketing
- Real Estate
- Secretarial
- Finance and Credit

Group VI: Health Occupations

- Dental Assisting

Nursing
Physical Therapist Assistant

Group VII: Industrial Occupations

Automotive Technology
Drafting Technology
Electronic Technology
Heating, Ventilation and Air Conditioning Technology
Welding Technology

Group VIII: Public Service Occupations

Law Enforcement Education

8.1.3 Division of Continuing and Community Education

Group IX: Continuing Education

General Studies

Group X: Community Education

Public Services

8.1.4 Division of Academic Support Services

Group XI: Counselors
Librarians

8.2 One Faculty Member to be Assigned from Each Department. At least one member from each department shall be assigned by each department to work in a group for the purpose of developing innovative and interdisciplinary studies with the approval and under the direction of the Vice-President for Academic Affairs. However, this group shall not prevent any department or group of departments of the College from developing experimental, interdisciplinary, and/or innovative courses of their own.

Each departmental representative shall submit a resume report of his participation to his department at the end of each semester and to the President of the College and the Board of Trustees for their review and consideration at the end of the school year.

8.3 Changes in Department. In the event that a department is informed by the administration of the possibility of changes in said department pertaining to curricula or teacher welfare not covered by the Board-Union Agreement, the department shall immediately call a meeting to discuss these proposed changes. The opinions of the departments that are pertinent to the proposed changes shall be conveyed to the administration by the department.

8.4 Supervisor to Call Meetings. The supervisor shall call department and/or group meetings as circumstances indicate for the purpose of conducting business.

8.5 Participation in Employment Activities. In the screening, interviewing, and selecting of all new faculty members, the department members and the Vice-President for Academic Affairs shall be involved. The Vice-President for Academic Affairs contacts outside sources, such as university placement offices, and accepts and acknowledges applications for employment. Department members and other staff members also submit names of possible candidates.

The department shall receive the ten applications judged most promising by the Vice-President for Academic Affairs. However, the department members have the right to consider all of the applicants if they desire. After the department members have reviewed the letters of application, they and the Vice-President for Academic Affairs select the candidates to be interviewed.

The initial interview of each selected candidate is conducted by the Vice-President for Academic Affairs and the department. The evaluations of these members are considered by the Vice-President for Academic Affairs when together they hold their final discussion to determine a candidate to recommend to the President. The Vice-President for Academic Affairs has the final responsibility to make this recommendation.

8.6 Summer-School Assignments. No full-time Morton College faculty member who has requested a summer session or overload-pay assignment 35 days before the commencement of classes for courses that he is qualified to teach shall be denied such assignment while a person not a regular member of the Morton College faculty is assigned such courses.

Priority for teaching summer school or overload classes shall be as follows:

1. Full-time faculty in the department
2. Other qualified professionals

Not withstanding the above, no full-time faculty member shall have an overload if another full-time faculty member is underloaded and is qualified to teach one or more offerings in the overloaded department. Qualifications shall be determined jointly by the Vice-President for Academic Affairs and the department after consultation with the faculty member concerned. The Vice-President for Academic Affairs shall have the final responsibility for making this assignment. No faculty member shall have a load exceeding 20 equated contact hours (normal + overload).

8.7 Exam Proctoring. The responsibility for proctoring examinations shall be that of the faculty.

8.8 Course Data Forms. The supervisor shall provide all tenured, probationary, full-time or substitute faculty members with current

Course Data Forms. The faculty members shall be required to follow these Course Data Forms.

8.9 Course Offering. Course-offering procedure is as follows:

8.9.1 In consultation with faculty of the department.

8.9.2 If there is a disagreement between the department and the supervisor, the department will report this to the Vice-President. If there is a disagreement between the department and the Vice-President, the department will report this to the President in writing with a copy to the Vice-President for Academic Affairs.

8.9.3 The President will make the final decision.

8.10 Teaching Assignments. Teaching assignments shall be made by the following procedures:

8.10.1 In consultation with department faculty.

8.10.2 If there is a disagreement between the department and the supervisor, the department will report this to the Vice-President. If there is a disagreement between the department and the Vice-President, the department will report this to the President in writing with a copy to the Vice-President for Academic Affairs.

8.10.3 The President will make the final decision.

8.10.4 Assignments are to be based upon recognized criteria of qualifications for the course to be taught and shall also take into account the desirability of rotation among fully qualified instructors for a particular course.

ARTICLE 9.0

PROFESSIONAL RESPONSIBILITIES

9.1 Student Advisement. With regard to student advisement and registration, the faculty shall serve in an advisory manner on questions relevant to their disciplines.

9.2 Load. The load policy for full-time faculty shall be:

9.2.1 Normal Load. The normal load is 30 equated contact hours per academic year. Any deviation above 30 equated contact hours per academic year and above 18 equated contact hours in any one semester shall be with the consent of the faculty member and approved by the Vice-President for Academic Affairs and shall be paid according to the overload and summer pay schedule. Notwithstanding the above, the maximum load for teachers teaching three or more sections of ENG 101, ENG 102, or ENG 107 in any combination during an academic year shall be 27 equated contact hours per year and 15 equated contact hours per semester. Every effort shall be made when enrollment warrants to limit the load to 15 equated contact hours per semester for those not teaching the above English courses and 13 or 14 equated contact hours per semester for those who do teach these English courses.

9.2.2 Preparations. No faculty member shall be required to have more than three preparations. An assignment to either a scheduled laboratory, or an open lab, shall constitute a preparation, except when lecture and lab are scheduled for the same course. Notwithstanding the above, the standards for Physical Education shall be four preparations with three different activities equated as one preparation.

9.2.3 Office Hours. Full-time faculty will provide a minimum of six contact hours for office time per week for consultation with students. Office hours shall not be scheduled in modules of less than one-half hour (30 minutes) per day nor shall less than one 30-minute module be scheduled each scheduled teaching day. All faculty members shall post office hours on their office door during the first week of each semester and record the same with the Vice-President for Academic Affairs.

9.2.4 Length of Teaching Schedule. The maximum length of a teaching schedule shall be no more than 8.0 consecutive clock hours per day except by consent of the faculty member.

9.2.5 Librarians' and Counselors' Schedule. Librarians and counselors shall have a maximum load of 35 clock hours per week for 36 weeks.

9.2.6 Lab Hours. Lab-type situations and P.E. apply 0.8 factor for each scheduled contact hour as listed in the Morton College data bank except for DTL 117.

9.2.7 Cooperative Programs. For cooperative programs such as Career Internship, a normal load is 15 contact hours with 3 contact hours of credit for the internship program for 1-20 students, 4 contact hours for 21-25 students, 5 contact hours for 26-30 students, and 6 contact hours for 31-35 students.

9.3 Student Grades. Student grades as reported by faculty members shall be final and shall not be questioned if defined as pedagogically justifiable and reasonable by both the administrator and department involved. Pass-fail grades, once assigned, shall not be changed to letter or number grades.

9.4 Academic Freedom. No restrictions whatever shall be in effect against the right of a faculty member freely to publish by printing or other means, information, opinions, or material in any media on any subject, except:

9.4.1 Limitations. Those limitations which are applicable equally under the law to all citizens, such as those prohibiting libel and slander; and

9.4.2 Other Limitations. Those limitations imposed by his special position in the community as a person of learning and an educational officer, which enjoins teachers to be at all times accurate, exercise appropriate restraint, and show respect for the opinions of others.

Regulations now in existence or to be promulgated bearing on expression, oral or written, shall be applicable only in cases where a faculty member is acting in an expressly official capacity as a spokesman for the institution or one of its duly designated subdivisions.

9.5 Released Time. Faculty members responsible for publications, for music and drama, speech arts, productions, etc., shall have released time based on a review by the Vice-President for Academic Affairs of the faculty member's situation.

9.6 Class Size. Class size shall be flexible and will be determined by the Vice-President for Academic Affairs after consultation with the respective departments.

9.7 Television and To-Be-Arranged Courses. Television and To-Be-Arranged Courses will have the following credit for purposes of determining load:

9.7.1 1-15 Students. One hour of credit for 1-15 students.

9.7.2 Over 15 Students. One-fifteenth (1/15) of an hour for each student above 15 students up to a limit of 90 students.

9.7.3 First Preparation. One additional hour for the first time the instructor teaches a particular TV or TBA course.

ARTICLE 10.0

FRINGE BENEFITS FOR FULL-TIME FACULTY

10.1 Medical Insurance.

10.1.1 Individual Coverage. The Board agrees to pay up to $86.15 per month for group hospitalization insurance, medical surgical insurance, and major medical insurance.

10.1.2 Family Coverage. The Board agrees to pay up to $168.80 for full family coverage, less $10 per month to be paid by the faculty member, for hospitalization insurance, medical insurance, and major medical insurance. Membership in the family coverage group shall be at the election of the faculty member.

10.1.3 Husband and Wife Employed. The Board agrees to pay, at the option of the faculty members, the full cost of family coverage for hospitalization insurance, medical-surgical insurance, and major-medical insurance in the case where a husband and wife are both employed by the Board as full-time faculty members.

10.1.4 Benefits. The benefits for hospitalization insurance, medical-surgical insurance, and major-medical insurance under this group coverage shall be equivalent to or greater than those of the 1979-80 group program.

10.1.4.1 Cost Containment Committee. A joint union-administration committee shall be formed to study and implement health insurance cost containment proposals. The committee shall consist of three faculty members chosen by the Union Chapter President and three administrators chosen by the College President. All information regarding the Medical

Insurance Plan administered by the College's insurance carrier which is supplied to the College and which affects or could affect the insurance rates shall be supplied to this committee. At the time the College's insurance carrier convenes meetings with the administration to discuss and to propose cost containment measures, the committee shall be informed and invited to be a full participant in these discussions. The committee shall make its recommendations concerning cost containmnet proposals and insurance rates no later than April 1 of each year of this Agreement. The committee recommendations on cost containment and insurance rates shall be acted upon by the Board no later than July 1 of each year of this Agreement.

10.2 Term Life Insurance. The Board agrees to pay for a $30,000 group term life insurance policy with accidental death and dismemberment for each full-time faculty member.

10.3 Tuition and Supplies. Any course a faculty member is required by the Vice-President for Academic Affairs to take in order to meet a teaching assignment will have tuition, books, and supplies paid for by the College.

10.4 Other Benefits. Other benefits available to full-time faculty, to be paid for by the faculty member, are:

10.4.1 Additional Term Life Insurance. Additional group term life insurance with accidental death and dismemberment.

10.4.2 Tax-Sheltered Annuity. Tax-sheltered annuity chosen from no more than the seven plans now offered and approved by the College.

10.5 Dental. Faculty members and their dependents shall have access to dental clinic services under the College's Dental Assistant's Program provided space is available and provided the service continues to be offered. Such use must be consistent with applicable College rules and regulation.

ARTICLE 11.0

PROCEDURES FOR GRIEVANCE

11.1 Definition. Definition of grievance: A grievance shall be defined as an alleged violation or a misinterpretation or a misapplication of the terms of this Agreement. No grievance shall be processed unless it is submitted within 15 school days after a reasonable person should have been aware of the alleged violation. Time is of the essence to this Agreement. Time limits may be extended only by mutual agreement. Failure to communicate a decision within the specified time limits shall permit the Union to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision tendered at that step.

11.2 Procedure. The parties hereto acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communication. When requested by the employee, a Union representative may accompany the employee to assist in the informal solution of the complaint. If, however, the informal process fails to satisfy the employee or the Union, a grievance may be processed as follows:

11.3 Steps in Grievance Procedure are as follows:

11.3.1 Step One: Grievance Submitted in Writing. The faculty member's grievance, including the relief sought, shall be submitted in writing in the first instance to his/her immediate responsible administrator who shall arrange a meeting of the affected parties within ten (10) school days after receipt of the grievance. The administrator shall provide a written answer to the grievant within ten (10) days after completion of the hearings and shall include reasons for the decision.

11.3.2 Step Two: Submitted to Next Administrative Level. If the grievance is not resolved in Step One, the aggrieved shall have the right to refer his/her grievance to the next higher administrative officer in line of authority within ten (10) school days after the written reply in Step One was received by the grievant. Within ten (10) school days after receipt of the appeal, the administrative officer shall arrange for a meeting of the affected parties. Upon conclusion of this meeting, the administrative officer shall, within ten (10) school days, provide a written decision with reasons to the grievant and the Union.

11.3.3 Step Three: Appeal Submitted to the President. If the grievance is not resolved by the respective administrators, the grievant may, within ten (10) school days, request the grievance be referred to the President. All reports from previous appeals shall be submitted with the grievant's appeal. The President shall, within ten (10) school days after receipt of the appeal, arrange for a meeting of the affected parties. Upon conclusion of the hearings, the President shall, within ten (10) school days, provide a written decision with reasons to the aggrieved and the Union.

11.3.4 Step Four: Grievance Referred to Board. If the grievance has not been resolved in the above three steps, the grievant may, in writing, request of the President that the grievance be appealed to the Board of Trustees. This request must be filed within ten (10) school days of receipt by the aggrieved of the written reply of the President in Step Three. The President shall forward to the Board of Trustees all relevant documents considered in previous steps of the grievance. The Board of Trustees shall, within thirty-five (35) calendar days of the receipt of the request for appeal by the President, arrange for a hearing of the affected parties. Within ten (10) school days after the hearing, the Board shall provide a written decision with reasons to the aggrieved and the Union.

11.3.5 Arbitration: The Union and the aggrieved may refer the grievance to arbitration within thirty-five (35) calendar days after receipt of the Board's answer and shall notify the President, in writing, that they wish to submit the grievance to binding arbitration. Within five (5) school days of receipt of the notification to request binding arbitration, the parties shall jointly request the American Arbitration Association to submit a panel of five (5) arbitrators. Both the Board and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two (2) names; the other party shall then strike two (2) names. The remaining person shall be the arbitrator. However, if the Union or Board desires to strike all names on this panel of arbitrators and requests a new panel, it may do so no more than two (2) times. The arbitrator shall be notified of his selection by a joint letter from representatives of the Board and the Union requesting that the arbitrator set a time and place, subject to the availability of the Board and the Union representatives.

11.3.6 Authority of Arbitrator. Neither the Union, nor the aggrieved shall be permitted to assert any grounds before the arbitrator which was not previously disclosed to the other party. The arbitrator shall have no right to amend, modify, nullify, ingnore, add to, or subract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issues submitted in writing and shall have no authority to make any decision or recommendation on any other issue not submitted. The arbitrator shall be without power to make decisions contrary to any, or inconsistent with, or modifying, or varying in any way, the apllicable laws and rules and regulations having the force and effect of law. The arbitrator shall submit the decision in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later. The arbitrator's decision shall be based solely upon the interpretation of the meaning or application of the specific terms of this Agreement involved to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the parties and shall be implemented as per the order of the arbitrator.

11.3.7 Expense of Arbitration. Each party shall bear the full cost of its representation in the arbitration. The cost of the arbitrator and or the American Arbitration Association shall be divided equally between the Board of Trustees and the Union. If either party requests a transcript of the proceedings, that party shall bear the full cost of such transcript. If both parties request a transcript, the cost shall be equally divided. If the arbitrator requests a copy of the transcript, the cost shall be divided equally between the Board and the Union. All other expenses shall be borne by the party incurring them.

11.3.8 Individual and Union Grievances. Individual faculty members shall sign their name to any grievance which they may file. When the

Union files a grievance involving an individual faculty member or a group of faculty members, the grievance shall be signed by the Union Chairperson and the Grievance Chairperson and the individual or the group of faculty members involved. Faculty members shall not be disciplined or discriminated against or suffer any loss because of their involvement as a grievant, witness, representative, or other participant in a grievance.

11.3.8.1 Union Filing a Grievance. The Union, at its discretion, shall have the right to pursue an issue presented by an aggrieved independently in cases where it believes that the grievance affects the welfare of a sizeable number of faculty members who are in a similar situation.

11.3.8.2 Conference. Conferences held on grievances shall be scheduled at a time and place which will afford ample opportunity for all persons who are entitled to attend, including representatives of and witnesses for the aggrieved.

11.3.9 Evidence and Hearing. At all steps of the Grievance Procedure and Arbitration it is the right of the Administration/Board and the Aggrieved and Union to be represented by advisors or counsels and to be afforded rights to call witnesses, present evidence, cross-examine witnesses, and to deny, refute, and rebut charges, testimony, and evidence.

11.3.10 Union Representation. When the aggrieved wishes Union representation, the following shall apply:

11.3.10.1 Contact with the Employee through Union. While the grievance is being processed, contact relative to the grievance by any administrator with the aggrieved shall be made only through, or in the presence of, the designated representative, and all proceedings shall be held in the presence of said representatives.

11.4 Legal Proceedings. In the event a member of the bargaining unit or the Union commences a proceeding in any state or federal court or Administrative agency against the Board or Trustees and/or Administration, charging the Board or Administration with alleged violation of this Agreement, such remedy shall be exclusive and said member/Union shall be barred from invoking any remedy by this grievance procedure for that specific proceeding at the same time.

ARTICLE 12.0

BUSINESS OFFICE PROCEDURES

12.0.1 Changes In Procedures to be Discussed. All changes in Business Office policies or procedures bearing on the financial welfare of faculty members, individually or collectively, shall be discussed with the Union before their implementation with the exception of Items 12.1, 12.2, and 12.3 which are a part of this Agreement and cannot be changed unless negotiated.

12.1 Pay Dates. Pay dates shall be every-other Friday, or when a payday falls on a holiday or a break period in the academic calendar, at such earlier time as may be appropriate as determined by the Chief Fiscal Officer.

12.2 Mail Paychecks. The Business Office shall mail paychecks to banks for deposit as designated by full-time faculty members at the faculty member's request. Necessary bank forms will be provided by the faculty.

12.3 Overload Payments. Overload payments during the fall and spring semesters shall be paid in eight installments beginning with the second pay date of the semester.

12.4 Deduction Report. A faculty member shall receive a written statement of explanation of any extra deductions where the code is not identified on the check stub.

12.5 Extra Pay. For each pay period any amounts over and above the contractual salary shall be identified and labeled on the attached check stub; inclusive dates of the service so compensated shall be indicated as well. The income tax deduction for such extra pay shall be calculated according to the extra-pay tables provided by the Internal Revenue Service.

12.6 Tax-Sheltered Annuity Plans. Faculty members shall have the right to purchase under payroll deduction a tax-sheltered annuity plan of their own choosing from a list of seven plans selected by interested faculty. Plans carried by faculty coming into the college shall be honored.

12.7 U.S. Savings Bonds. Faculty members shall also have the right to purchase United States Savings Bonds under payroll deduction. Deduction shall go into effect upon written notice and authorization by the faculty member to the Business Office.

12.8 Salary Paid in Installments. The annual salary shall be paid in 20 or 26 equal installments at the option of the faculty member. With the exception of new employees, faculty members must notify the Business Office of their preference no later than June 1.

12.9 College Vehicles. When college-owned vehicles are purchased, they shall be available for faculty use in connection with instructional activities, procedures to be determined by the Business Office. The Board shall carry adequate insurance on college vehicles and on authorized drivers holding valid Illinois drivers' licenses.

12.10 Union Dues Deductions. The Union shall provide the Business Office with a list of faculty members desiring payroll deductions for Union dues. These monies shall be turned over to the Union treasurer with the list of faculty members from whom the payroll deductions have been made.

ARTICLE 13.0

SPECIAL CLAUSES COVERING CHANGES, TERM, AND SUPERIOR AUTHORITY OF AGREEMENT

13.1 Matters Not Covered by This Agreement. The Board agrees that except for those matters forming a part of this Agreement--which may be changed only by mutual consent of both parties--no changes in existing faculty welfare and educational policies will be effected without consultation with the Union and notification to the Union will be given as far as is reasonably possible in advance of the proposed date of adoption of any such changes, for the purpose of affording the Union an opportunity, if it has any objections to such proposed change, to resolve these objections with the Board and its representatives, before any change is adopted.

13.2 Terms. The terms of the foregoing Agreement are for the period August 14, 1986 through August 23, 1989, inclusive, unless otherwise herein specified.

13.3 Conflict with Board Policy. If any provision contained in the Board policy is in conflict with this Agreement, this Agreement shall prevail.

13.4 Conflict with Previous Agreements. It is the intent that all terms and conditions contained in this Agreement shall take precedence over terms and conditions of the previous Agreement when a conflict exists between the two Agreements.

BOARD OF TRUSTEES
ILLINOIS COMMUNITY COLLEGE
DISTRICT NO. 527

Vincent A. Guarna
Vincent A. Guarna
Chairman of the Board

DATE: April 8, 1986

MORTON COLLEGE CHAPTER
AFT LOCAL 1600
COOK COUNTY COLLEGE TEACHERS
UNION

Clifford P. Jensen
Clifford P. Jensen
Chairman

DATE: April 8, 1986

OAKTON COMMUNITY COLLEGE CONTRACT
Between
OAKTON COMMUNITY COLLEGE FACULTY ASSOCIATION
(OCCFA-IEA-NEA)
and
BOARD OF TRUSTEES

For
1986-87
1987-88
1988-89

ILLINOIS
EDUCATION ASSOCIATION
OCT 19 1987
Membership Services

907

AGREEMENT BETWEEN THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT 535 AND THE OAKTON COMMUNITY COLLEGE FACULTY ASSOCIATION (OCCFA) ACADEMIC YEARS OF 1986-1989

ARTICLE I
RECOGNITION

1.1 **Recognition and Representation:** The Board of Trustees (Board) recognizes the Oakton Community College Faculty Association/Illinois Education Association/National Education Association (OCCFA/IEA-NEA), hereinafter the "Association", as the sole and exclusive bargaining agent for all full-time faculty at Oakton Community College in matters of wages, hours and terms and conditions of employment. Nothing contained herein shall require the Board of Trustees to bargain over matters of inherent managerial policy, which includes such areas of discretion or policy as the functions of the employer as defined through the Illinois Educational Labor Relations Act. However, the Board shall be required to bargain collectively with regard to policy matters directly affecting wages, hours and terms and conditions of employment as well as the impact thereof upon request by the Association. "Faculty or Faculty member" as used herein is defined as all full-time teaching personnel, student development faculty and professional learning resource center personnel (including, but not limited to those engaged in library work and audio visual work), employed by Oakton Community College. "Full-time" as used herein shall be defined in Board Policy No. 4115, as revised May 19, 1981.

1.2 The parties recognize each other for the purposes of good faith negotiations as interpreted by the Illinois Educational Labor Relations Act.

1.3 **Check-Off of OCCFA Membership Dues** Upon receipt of written authorization by a full-time faculty member to withhold from the compensation of such employee any dues payments or contributions payable by such employee to OCCFA, there shall be withheld by the Board from such employee's compensation for each of the regular twenty (20) payroll periods, an amount equal to such employee's *pro-rata* share of the annual dues payments and contributions due from such employee to OCCFA. The amount so withheld shall be transmitted by the College to OCCFA within ten (10) working days from the time of the withholding. This authorization shall remain in effect according to its terms, provided such may be revoked by giving fifteen (15) calendar days written notice to the Board. Such authorization shall be deemed to be automatically revoked upon termination of employment. All such dues authorization shall be effective no later than fifteen (15) calendar days following its receipt by the Board. The Board shall not be responsible for the failure or refusal of any full-time faculty member to furnish such written authorization. The Association shall, in accepting such dues, agree to hold harmless and indemnify the Board for all actions taken pursuant to this article, provided the Board shall have complied therewith.

1.4 **Fair Share** Employees covered by this Agreement shall be required to maintain membership in the Association or to pay, in lieu of dues, a fair share fee consisting of their proportionate share of the collective bargaining process, contract administration and pursuit of matters affecting wages, hours and other conditions of employment. The amount of the fee shall be certified to the Board by the Association, and fair share deductions shall be made at the same time and in the same manner as dues checkoff deductions under Section 1.3.

Should any employee object to paying a fair share fee to the Association based upon *bona-fide* religious tenets or teaching of a church or religious body of which such employee is a member, an amount equal to the employee's fair share shall be paid to a non-religious charitable organization from a list of charitable organizations approved by the Illinois State Educational Labor Relations Board. The Association shall certify to the Board the charitable organization to which such payments are to be made, or the employee may elect to make such payments directly to the designated organization, provided that written receipts evidencing payments are supplied to the Association on a monthly basis.

Employees hired before December 1, 1986, who have never signed an Association dues deduction card, may pay, in lieu of a fair share fee, a fee equal to the amount of the fair share fee to the Oakton College Foundation.

ARTICLE II
NEGOTIATIONS AND IMPASSE PROCEDURES

2.1 Procedures for negotiations and for resolving impasses shall proceed according to the Illinois Educational Labor Relations Act (IELRA). Normally the parties agree to use the Federal Mediation and Conciliation Service as mediators of any negotiations impasse, or if a mediator, by either side, is deemed necessary, or if mediation is invoked by the Illinois Educational Labor Relations Board (IELRB). Should a Federal mediator not be readily available, or if the parties mutually agree, a third party not in the Federal Mediation and Conciliation Service, may be sought as mediator as allowed under the IELRB using its roster or others such as ones provided by the American Arbitration Association or using an appropriately acceptable person as mediator within the scope of the IELRB.

2.2 Costs of mediation, if any, shall be equally borne by the parties.

2.3 The Association recognizes and acknowledges that the Board of Trustees is entrusted by law with managerial responsibility of administering the affairs and operation of Oakton Community College and of making and adopting Board policies relating to the operation of the College. Both the Board of Trustees and Association affirm and accept the principle of good faith collective bargaining. The Association agrees that it will not during the term of this Agreement, initiate, sanction or engage in or sanction or encourage its members to engage in any unlawful strike or work stoppage on the part of its members.

ARTICLE III

ASSOCIATION RIGHTS

3.1 **The Association may suggest items for inclusion on the agenda of regular meetings of the Board of Trustees by submitting the same in writing to the President at least one (1) week prior to such meeting.**

3.2 The Board shall make available to the Association President or designee a schedule of its regular meetings and any amendment thereof and a copy of any notice of a special meeting of the Board of Trustees as soon as feasible following the posting of the notice of such special meeting.

3.3 The Board shall make available to the Association President or designee a copy of its agenda, if any, for regular meetings at the same time that such is made available to the media. Typically this transmittal shall occur at least twenty-four (24) hours in advance of the regular Board meeting.

3.4 A copy of the Board minutes shall be made available to the Association President or designee.

3.5 Proposals to alter wages, hours or terms and conditions of employment of faculty shall be made known in writing to the Association President, or designee, who shall promptly acknowledge whether the Association acquiesces to such changes.

3.6 The Board shall make available to the Association President or designee current public financial and other data necessary for the Association to negotiate on behalf of Faculty.

3.7 The Board shall provide the Association with an office at least equivalent to the one provided during the 1985-86 school year.

3.8 The Board shall allow the Association to use meeting rooms for the conducting of Association business as long as such use is not otherwise required for other College activities. Such use shall not be pursuant to this paragraph but shall be pursuant to other appropriate Board policies if more than twenty-five (25) percent of those attending shall be non-College employees or their spouses.

The Board shall allow the Association to utilize inter-campus mail, provided the Association shall reimburse the Board for any postage which may be assessed by the United States Postal Service as a consequence of such use.

3.9 The Board shall allow the Association to display a bulletin board outside its office for Association announcements, providing such announcements are identified as originating with the Association.

The Board shall permit the Association to utilize for appropriate faculty business College duplicating equipment if such is not otherwise required for the conducting of College business affairs, provided the College may direct that such equipment be operated by a qualified employee, and provided further that the Association shall reimburse the College for any supplies furnished or machine damages, if such equipment is operated directly by the Association, to reimburse the College for any damage done thereby and not caused by normal wear and tear.

3.10 The Board shall grant a leave of absence without loss of salary or benefits to the Association President or designee to attend the annual convention of an Association affiliated with OCCFA. Such leave shall not exceed three (3) days in any fiscal year except one (1) additional day shall be available if the three (3) days are utilized during the academic year. Leave shall be requested in writing of the College President or designee at least ten (10) faculty employment days in advance, and shall not conflict with any obligations to students such as mid-term or final examinations or the timely submission of grades.

3.11 The Board shall grant the Association President three (3) LHE's per semester (fall and spring) to attend to Association responsibilities.

ARTICLE IV

COLLEGE YEAR

4.1 The work year for faculty shall be 152 instructional days as assigned in the College calendar, and seventeen (17) non-instructional days to be distributed among registration, examination, and workshop/staff development days.

A College day is any week day (Monday through Friday) that the College is open for business. An instructional day is any week day scheduled in the College calendar for classes.

4.2 The following holidays shall be scheduled in the College calendar on which days Faculty are not required to work.

Presidents Day	Third Monday in February
Independence Day	July 4
Martin Luther King Day	January 20
Good Friday	Friday Before Easter
Labor Day	First Monday in September
Yom Kippur (Eve and Day)	In Accordance With Jewish Calendar
Veterans' Day	November 11
Thanksgiving Recess	Fourth Thursday, Friday, Saturday and Sunday in November

Except for Yom Kippur, when one of the holidays falls on a Saturday or Sunday, the administration shall determine whether it will be observed on the Friday before, or the Monday after, provided there is no school on Friday, the Board will select Monday. When July 4th falls on a Friday, Saturday, or Sunday, it shall be celebrated on the following Monday. If Yom Kippur falls on a Saturday or a Sunday the first day of Rosh Hashanah shall be observed.

ARTICLE V

CONDITIONS OF EMPLOYMENT

5.1 **Class size** The Board acknowledges the desirability of limiting the enrollment of students to the reasonable capacity afforded by the physical facilities, and that in some circumstances even smaller enrollments may be educationally advantageous. The Board further acknowledges that where practice has dictated the closure of a class to additional enrollment, the affected faculty member should be contacted and his/her approval sought before admitting any additional student to such class.

5.2 **In-House Substitutions** Faculty who substitute for other faculty will be compensated at $18.00 per contact hour. The substitute faculty must maintain all his/her regularly scheduled office hours and other institutional obligations. Long term substitution, i.e. for continuous substitution of more than four (4) weeks, shall be compensated *pro-rata* at the overload rate.

Class cancellation shall require approval by the appropriate dean.

The faculty member whose class is being covered by a substitute shall be deemed to be on leave of absence.

5.3 **Academic Support Guarantees**

A. The Board shall continue to provide to faculty office space and furnishings.

B. **Professional Library Monies** Requests for acquisition of books or other necessary instructional materials shall be submitted in writing to the appropriate Dean or administrator.

In no case shall less than $100 per academic year be budgeted for each faculty member for such books and materials which shall remain the property of the Board.

5.4 **Faculty Office Hours** Teaching Faculty will maintain ten (10) regular office hours per week primarily so that they may be available to students. When student demand permits, scheduled office hours can also be used by the faculty for preparation for class, evaluation of students' work, review and development of instruction methodology, and professional reading. Work related to service on voluntary study groups, task forces and instructional and ad hoc committees, and division and departmental meetings, will be part of these ten office hours.

Divisional Deans shall be notified of the office hours before the end of the first teaching week and shall make arrangements so that office hours and class schedule shall be posted on the appropriate office doors before the end of the second academic week.

5.5 **Tuition Waiver for Full-Time Faculty and Members of their Immediate Families** Members of the full-time Faculty and their immediate families (spouse and children) may enroll in Oakton credit courses at no cost for tuition.

5.6 **Travel (Attendance at Professional Meetings)** The Board shall continue in effect the reimbursement policy 3544 for Faculty members whose travel to professional meetings is approved. In the section entitled Travel Procedures, the food expenses under B are those not requiring receipts. Those in excess of the specified food amounts in B require receipts and justification before reimbursement is granted.

5.7 **Teaching Load**

A. **Full-Load and Overloads: Definitions**

(1) Lecture Hour Equivalent Units (hereinafter LHE's or LHE) determine how full loads are calculated.

(2) The individual Faculty full-load shall be thirty (30) LHE's during the regular academic year.

(3) When the needs of the College warrant, a variable load (e.g. 12 LHE Fall and 18 LHE Spring) may be recommended by the Dean and the faculty member for approval by the Vice President for Curriculum and Instruction.

(4) Faculty overload is defined as any LHE beyond the full-load (30 LHE's).

B. **Conditions for Full-Loads, Overloads and LHE's**

(1) Faculty shall have first preference to teach courses. If any Faculty's class has insufficient enrollment, and the class is withdrawn, the affected Faculty shall be assigned another class of an Adjunct or part-time Faculty for which this instructor is appropriately qualified to teach.

(2) Providing all full-time, qualified Faculty already have full-course loads, Faculty may be assigned one (1) overload course per semester. Overloads are on a voluntary basis.

C. **Assignment of Summer Teaching Load** (for rates see Appendix B.4.)

(1) Where enough sections exist, each Faculty choosing to teach summer school shall be assigned five (5) to six (6) LHE's. Where enough sections do not exist, Faculty choosing to teach summer school shall be assigned five (5) to six (6) LHE's on a discipline seniority list categorized by approved qualifications for each course. When an assignment is complete, the Faculty member goes to the bottom of the list to ensure rotation. On February 15th the department chairs shall submit this list to their respective Deans for review and approval.

Seniority is defined, for the purposes of the summer assignment, as years within a discipline. Where disputes may occur in cases between Faculty hired the same year and having started to teach at the same time, the decision on who shall have priority in assignment shall be determined by the drawing of lots in the presence of the appropriate dean and chairperson.

(2) If any Faculty's class has insufficient enrollment, and the class is withdrawn, the affected Faculty shall be assigned another class of any Adjunct or part-time Faculty for which this instructor is appropriately qualified to teach.

5.8 **Release Time** Release time may be granted to Faculty for the purpose of performing duties other than those normally accomplished. Such duties may include, but are not limited to, administration, coordination of Faculty or Student activities, course development, special teaching, coaching, special projects, work during vacation periods and chairing of the College's academic programs/departments.

Release time awarded may be carried over from one semester, or summer semester up to two subsequent semesters in order to accumulate sufficient LHE credit to obtain release for a full course.

LHE's awarded chairpersons, programs and departments shall be in total no less than granted in the 1985-86 academic year and summer program.

5.9 The Board and Association agree that the Workload Policy 4115, dated 11/20/86, shall not be changed during the contract without mutual agreement.

ARTICLE VI
REDUCTION IN FORCE

6.1 If the Board shall determine that it is necessary to decrease the number of tenured faculty employed by the Board or to discontinue or reduce some particular type of teaching service or programs, written notices of termination of employment by personal service or by certified mail shall be given to all affected Faculty members and the Association no later than sixty (60) calendar days before the end of the semester, such to be effective at the close of that semester. In such instances, the Board shall first terminate non-tenured Faculty members who are in affected area(s) prior to terminating any tenured Faculty member so involved.

6.2 If tenured Faculty must be affected, all such shall be in inverse order to the number of years of continuous full-time service to the College as a Faculty member, provided the Faculty member is fully qualified and competent to teach in the area. Periods of leaves of absence shall not be deemed to interrupt continuous service, but any period of leave for which advancement on the salary schedule is not granted shall not be included in the years of service. Tenured Faculty members on leave of absence at the time a reduction of staff is effected shall be treated no differently than other Faculty members. If the number of years of service are the same, the selecting of the tenured Faculty member(s) to be affected shall be within the discretion of the Board.

6.3 Tenured Faculty members in an affected teaching service or program shall not be released if part-time and/or overload assignments in the affected area are being maintained which would constitute a full-time load which the released Faculty member is fully qualified and competent to teach. If the Board shall determine, to restore an affected teaching service or program which necessitates an increase in full-time Faculty (i.e., when course offerings, enrollments, or student needs for at least one academic year are sufficient in the affected area so as to justify the employment of a full-time Faculty member) or to restore individual Faculty positions in any affected area, prior to the beginning of the third academic year following the year the Faculty member(s) was terminated, the Association shall be notified. Such added position(s) shall be first offered to Faculty duly qualified under the College's qualifications policy and competent to teach based on satisfactory performance evaluations in the previous subject matter assignment(s) released in inverse order to the order of termination. Such offer shall be sent by certified mail to the Faculty member's last known mailing address. If the notified Faculty member(s) accepts the restored position(s), there will be no loss in tenure status. If the Faculty member does not respond affirmatively by certified mail within ten (10) calendar days of receipt of such offer of re-employment, the Board's obligations hereunder shall be terminated.

6.4 When a tenured Faculty member's discipline or program is determined to be at risk based on data collected through program review, the possibilities for retraining based on individual competence and institutional need will be examined. If feasible, a plan of retraining shall be developed in consultation with the Academic Vice President and the Division Dean as appropriate. The leave shall ordinarily be for no longer than one academic year. During the time of the leave, full health benefits shall be maintained for the Faculty taking a retraining leave. Other compensation shall be negotiated including reimbursement to the College if the conditions of the leave are not fulfilled.

The retraining leave shall carry a full year of service credit.

6.5 Terminated Faculty shall have rights to summer school employment in the year of their reduction-in-force. In all cases the rates of summer compensation shall be commensurate with those of regularly employed Faculty.

6.6 On a voluntary basis to avoid a reduction-in-force, Faculty not scheduled for any reduction-in-force may volunteer to work a reduced load with *pro-rata* benefits and salary.

Such voluntary lessening of loads can only be made in disciplines where such could save a Faculty from an unavoidable dismissal and shall be effective at the discretion of the Board in consultation with the Chairperson, Dean and Academic Vice President. Notwithstanding, the Board may grant other requests for partial or full unpaid leave as stated in Article X.

ARTICLE VII
ACADEMIC FREEDOM

Each Faculty member shall meet generally accepted standards of professional conduct. Faculty members shall be free to present instructional materials which are pertinent to the subject and level taught and shall be expected to present all facets of controversial issues in an unbiased manner.

Academic Freedom is defined in the following Statement of Principles largely derived from those established by the American Association of University Professors and is an expression with which the parties find agreement as a statement of general objectives and guidelines.

A. The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other duties, but research for pecuniary return should be based upon an understanding with the authorities of the institution.

B. The teacher is entitled to freedom in the classroom in discussing his/her subject but he/she should be careful not to introduce into his/her teaching controversial subjects which have no relation to his/her subject. Limitations of academic freedom because of other aims of the institution should be clearly stated in writing at the time of appointment.

C. The College teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but his/her special position in the community imposes special obligations. As a person of learning and an educational officer, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence, he/she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinion of others, and should make every effort to indicate that he/she is not an institutional spokesperson.

ARTICLE VIII
SUPPLEMENTAL EARLY RETIREMENT

This plan shall be supplemental to any provided by the State University Retirement System or other by the State Legislature.

8.1 Early Retirement Plan for Faculty Age 55-59

A. The early retirement program under the Illinois State University Retirement System shall be implemented so long as it remains in effect, provided that 100% of those Faculty who are eligible therefore shall be granted the benefits of such program.

B. The Board shall pay for Faculty with less than thirty-five (35) years of SURS credited service, the individual qualified Faculty's last full-time annual compensation (including any summer pay in the final compilation) in the following percentage amounts, based on age at retirement:

Age 55—35%
Age 56—28%
Age 57—21%
Age 58—14%
Age 59— 7%

Which amounts shall be payable to SURS in accordance with its provisions for early retirement.

C. To be eligible for the Board's supplement to the State's early retirement plan, a Faculty must meet the eligibility requirements of the State's early retirement plan, have completed eight (8) years of full-time service at Oakton Community College (which service need not be consecutive), and notify the President of intention to participate not later than June 1 of the academic year preceding the year in which a Faculty is going to retire. Mid-academic year retiring is possible by giving at least ninety (90) calendar days notice prior to the start of the spring semester.

8.2 Early Retirement Plan for Faculty Age 56-69

A. Prior to reaching the mandatory retirement age of 70, any Faculty may elect to participate in this early retirement program.

B. To be eligible, the Faculty must have (1) completed at least ten (10) years of full-time employment as a teacher at the College immediately preceding retirement; (2) be at least fifty-six (56) years of age, and not older than sixty-nine (69) by August 31 of the retirement year; (3) must notify the President of intention to participate not later than June 1 of the preceding year; (4) retire at the end of the academic year or subsequent summer term.

C. The retiree shall receive on January 2nd of the calendar year following his/her retirement a sum of the following percentage amounts based upon age at retirement of his/her basic salary (i.e., exclusive of overload or summer school payments or stipends of any kind) during his/her last full academic year of employment.

Age	
56-	7%
57-	14%
58-65-	23%
66-	19%
67-	15%
68-	11%
69-	7%

8.3 If the retiree elects to participate in an HMO plan offered to College employees, and such election is effective no later than sixty (60) calendar days following the date of retirement, the College will reimburse the retiree for the cost of such participation not to exceed seventy-five dollars ($75.00) per month. Such reimbursement shall terminate when the retiree attains the age of sixty-five (65). The retiree may purchase HMO coverage for his/her dependents at his/her own cost provided notice for his/her dependents is received at the same time as his/her notice to participate.

8.4 Faculty who meet the individual requirements of Section 8.1 and 8.2 may participate in both.

ARTICLE IX

GRIEVANCE PROCEDURE

9.1 **Definitions** Any claim by the Association or full-time Faculty member that there has been a violation, misinterpretation, misapplication, or misconstruction of the terms of the Collective Bargaining Agreement, shall be a grievance.

9.2 **Procedures** The parties acknowledge that it is usually most desirable for a Faculty member and a Faculty member's immediately involved supervisor to resolve problems through free and informal communications. When requested by the Faculty member, an Association representative may accompany the Faculty member to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the Faculty member or the Association, a grievance may be processed as follows:

A. **Step One** The Faculty member or the Association may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within ten (10) College days after receipt of the grievance. Such grievance shall be submitted within ten (10) College days of when such occurrence might reasonably have been ascertained. The grievant may be accompanied to such meeting by a representative, and, if the Association is not the grievant or the grievant's representative, it shall also be advised at such meeting that they are entitled to have a representative thereat. Within ten (10) College days of the meeting, the grievant and the Association shall be provided with the supervisor's written response, including the reason(s) for the decision.

B. **Step Two** If the grievance is not resolved at Step One, then the Association may refer the grievance to the President of the College or designee within five (5) College days after receipt of the Step One answer. The President of the College, or his/her designee, shall arrange with the Association representative for a meeting to take place within ten (10) College days of receipt of the appeal. Within ten (10) College days of the meeting, the Association shall be provided with a written response of the President or designee, including the reason(s) for the decision.

C. **Step Three** If the Association is not satisfied with the disposition of the grievance at Step Two or the time limits expire without the issuance of the President's or designee's written reply, the Association may submit the grievance to binding arbitration. The arbitrator shall be selected from a panel or panels to be secured from the American Arbitration Association (AAA). The arbitrator's award shall be binding upon the parties hereto. If a demand for arbitration is not filed within twenty (20) days after the date for the Step Two answer, then the grievance shall be deemed withdrawn.

In connection with any such arbitration, it is agreed as follows:

(1) That the arbitrator shall have no power to alter or enlarge the terms of this Agreement;

(2) Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the AAA shall be divided equally between the parties;

(3) If either party requests a transcript of the proceedings that party shall bear the full costs of that transcript. If both parties order a transcript the cost shall be divided equally between the parties.

9.3 **General Provisions**

A. If the Association and the President agree, Step One of the grievance procedure may be bypassed and the grievance brought directly to Step Two.

B. A Faculty member may elect to be represented at any step of the grievance procedure. If the Association is neither the grievant nor the grievant's representative, the Association shall have the right to be represented at all formal steps of the grievance procedure.

C. No reprisals shall be taken by the Board against any Faculty member because of the Faculty member's participation in a grievance.

D. If a grievance meeting shall be conducted at a time when the Faculty member or his representative, or the Association representative, is otherwise assigned, such Faculty member and/or representative shall be permitted to attend such meeting without loss of pay or benefits.

E. All records relating to a grievance shall be filed separately from the personnel file of the Faculty member.

F. A grievance may be withdrawn at any level without establishing precedent, provided that, if withdrawn, the grievance shall be treated as though never having been filed.

G. Time limits may be extended upon written mutual consent.

H. Upon failure of the grievant or the Association, where appropriate, to file an appeal within the time limits provided in this Article, the grievance shall be deemed to have been resolved by the decision at the prior step.

I. Upon the failure of the grievant's supervisor to meet the time limits as prescribed in Step One, the grievance shall be advanced to Step Two.

ARTICLE X

LEAVES

10.1 **Sabbatical Leaves** Sabbatical leaves shall number normally no more than five each academic year. At any time during or after the sixth consecutive year of full-time teaching at Oakton Community College, any Faculty may apply for a sabbatical leave. Such a leave may be for one semester at full pay, one year at half pay, or for the summer session at a flat rate equal to current summer school contractual salary. The Board of Trustees will set aside funds to provide for such sabbatical leaves, subject to budgetary considerations.

The purpose of a sabbatical is to improve the quality of services of the individual so that both the Faculty member and the institution benefit from the sabbatical experience. Such leave is not intended to provide opportunities for financial gain. Thus, if a Faculty member receives income in connection with the work for which he or she is granted the sabbatical leave, the school's contribution will be reduced and/or refunded if that income, coupled with sabbatical leave pay, exceeds his or her contracted school salary for that academic period.

The purpose of the sabbatical may be accomplished in any number of ways, singly or in combination, including but not limited to advanced study at an accredited institution in a major or cognate field, professional research and/or writing, professional development of materials pertinent to a field of study, or academic, or subject-related travel.

The benefit of granted sabbaticals should extend to all areas of Oakton Community College—its procedures and organization, its students, and the community it serves.

Any Faculty who receives a sabbatical leave shall:

A. return to Oakton Community College for at least one year or repay the school the money received while on sabbatical leave.

B. retain all rights and privileges of professional Faculty, including retirement contributions and insurance, and receive salary increments; and

C. Submit a report within sixty (60) calendar days of returning to work, verifying full compliance with the terms of the sabbatical contract to the President. If the report is accepted by the President salary increments shall be awarded.

Applications are to be made before February 1st for any sabbatical leave that is to occur during the following summer, fall or spring semesters. Reasonable exceptions to this deadline may be made by the joint Administrative-Faculty Leave Committee to which the application is made. Applicants will receive written notification of the acceptance or denial of their sabbatical proposal no later than the last day of the semester in which it was submitted.

The joint Administrative-Faculty Sabbatical Leave Committee shall be composed of one Faculty elected from each division at the beginning of the Fall semester and one administrator appointed by the President. The terms of membership on the committee shall be staggered between one and two-year terms so that continuity is established and maintained. None of the members of the committee shall themselves be applicants for a sabbatical leave. This committee shall a) choose its own Faculty chairperson from among those who have already served a one-year term, b) disseminate the established criteria that will be used by the committee in the awarding of sabbatical leaves, c) disseminate the established procedure for sabbatical leave proposal applications, d) receive and review applications, e) make recommendations to the President of the College as to who should receive sabbatical leave, and f) provide written notification to those who were denied leave as to the reasons for the committee's decision. The committee chairman will then submit approved sabbatical proposals to the library for inclusion in the professional collection.

The following criteria will be used to rate proposals:

A. Benefit to the institution.

B. Benefit to the professional development of the individual.

C. Completeness and thoroughness of proposal development, including appropriate support from within and/or outside OCC. If the proposal requires administrative commitment (e.g., large expenditures, new programs, etc.) support from the appropriate administrator must accompany the proposal.

D. Realistic possibility for completion of stated goals.

The joint Administrative-Faculty Sabbatical Leave Committee shall make its recommendations to the President of the College by April 1st for all sabbatical leaves to occur during the following summer, fall, or spring semester. The President will report his/her final decision to the Board of Trustees and the successful applicants within thirty (30) calendar days.

Midway through the sabbatical leave, the Faculty shall submit to the President a report documenting progress toward fulfilling the requirements of the Sabbatical project. Within a period of sixty (60) calendar days after returning to Oakton Community College, the Faculty shall submit to the President a report verifying full compliance with the terms of the Sabbatical Contract and shall submit a duplicate of this report to the library for inclusion in the professional collection.

10.2 **Paid Leaves**

A. **Sick Leave** At the beginning of each academic year, each Faculty shall be credited with fifteen (15) days of leave which shall not accumulate to more than 210 working days.

Sick leave shall be defined as personal illness, quarantine at home, or serious illness of spouse or legal dependents.

B. **Bereavement**
In the event of a death in the faculty member's immediate family (spouse or child), the faculty member shall be entitled to up to five consecutive work days leave without loss of salary. A faculty member shall be entitled to three days leave without loss of salary to attend the funeral of his parents, brother, sister, grandparents, step-parents, or a relative living in the faculty member's household. If more days are needed, a faculty member may use any unused personal leave days which the faculty member is entitled to receive. If more days are needed, the faculty member's Dean, or appropriate administrator, may allow a faculty member to use accumulated sick leave.

Personal leave day(s) may be taken to attend the funeral of relatives not specifically listed above. In the event that a faculty member has previously used his personal leave days, or if additional day(s) are needed, the faculty member's Dean, or appropriate administrator, may allow a faculty member to use accumulated sick leave.

C. The Board shall furnish each Faculty with a written statement at the beginning of each academic work year setting forth the total sick leave credit.

D. Absence due to injury or illness incurred in the course of the Faculty member's employment shall not be charged against the bargaining unit member's sick leave days provided the Faculty member shall receive the insurance authorized under the Illinois Workers' Compensation Act for the duration of such absence instead of his/her regular salary.

E. **Personal Days** Personal leave up to four (4) days per year may be granted at the Faculty member's request, at the discretion of the Dean, or appropriate administrator, and not to be used as an extension of a holiday or vacation. Such leave will be charged against sick leave.

F. **Witness and Jury Duty:** A faculty member may be absent to appear in court as a jury member or as a witness in a criminal court action.
A faculty member who anticipates such an absence shall inform the Dean, or appropriate administrator, immediately, and while on leave, keep the school informed as to the possible length of absence.

0.3 **Temporary Leaves—Professional Purposes** The Board recognizes the importance of the continued professional growth of its faculty members. Therefore it may, within budgetary limits, provide for substitute teachers, expenses, and paid leaves of absence, not deducted from sick leave, for attendance at such workshops and professional meetings as the administration determines will further the goals of the College. The granting or denial of any such leave shall be in the sole discretion of the Board and shall be non-precedential.

0.4 **Parental Leave** Any tenured Faculty member (male or female) shall be eligible for an unpaid parental leave for the purpose of delivering a child and/or caring for a child under the age of five years:

A. The request for parental leave shall be made to the President or designee no less than ninety (90) calendar days before the estimated leave date. The request shall include (if the Faculty member is bearing a child):

(1) The name, business address and telephone number of the attending licensed physician;

(2) A letter from the physician stating the anticipated date of delivery. If the faculty member is not bearing a child, the name and age of the child to be cared for shall be disclosed.

B. The beginning date of the leave shall be at the Faculty's choice, either,

(1) The end of the College semester preceding the estimated leave day, or

(2) The estimated date of delivery, the actual date of delivery, or on the date the Faculty member exhausts sick leave, whichever shall first occur.

C. The ending date of the leave shall coincide with the start of a college semester.

D. The leave shall not exceed fourteen (14) calendar months.

E. The Faculty member will be eligible for fringe benefit coverage at no cost to the College by applying to the Personnel office, (30) thirty calendar days prior to the requested leave and by paying for the first month of elected coverage. Continued coverage is available upon paying the monthly payment at the start of the month for which coverage is requested.

10.5 Unpaid Leaves

A. Long term personal or professional leaves of absence without pay of one to two semesters duration, may be granted to Faculty members when submitted through the appropriate administrative office to the President of the College and approved by the Board of Trustees. Except under extraordinary circumstances, no extension of leave beyond two (2) semesters will be considered.

Persons on long term leave may be permitted to teach on a part-time basis at rates for overload salary.

Faculty members on personal leave for two semesters shall not move on the salary schedule, but they shall maintain their same relevant vertical position they had before the leave.

Faculty members on personal leave for one semester will advance when appropriate by other provisions of the contract to the next step in the middle of the next year, and in the middle of future years.

Faculty on professional leave will not advance on the salary schedule, notwithstanding other provisions of this contract, until they have submitted, in writing, a report of their activities to the President verifying compliance with the conditions of their leave.

B. The Faculty member will be eligible for fringe benefit coverage at no cost to the College by applying to the Personnel office, (30) thirty calendar days prior to the requested leave and by paying for the first month of elected coverage. Continued coverage is available upon paying the monthly payment at the start of the month for which coverage is requested.

C. Nothing herein shall be construed as denying the Board the right to grant an unpaid leave of absence to a Faculty member for any purpose or duration.

ARTICLE XI

Duration:
This Agreement shall be effective as of August 17, 1986 except articles 1.4, 4.2 and Appendix C and Appendix B, section 1G, which shall be effective on the date this agreement is executed, and Article 4.1 effective starting the academic year 1987-88 and shall remain in full force and effect through August 15, 1989.

OAKTON COMMUNITY COLLEGE FACULTY ASSOCIATION	BOARD OF TRUSTEES OAKTON COMMUNITY COLLEGE
(Signed) Frank Fonsino President	(Signed) Raymond E. Hartstein Chairman
(Signed) Sandra Wittman Secretary	(Signed) Diana Loveland Secretary

Date Executed. 12/09/86

APPENDIX A

CRITERIA

Baccalaureate Faculty Qualifications for Future Horizontal Lane Placement and Lane Movement:

Lane A. Master's Degree in subject area.
Lane B. Master's Degree in subject area plus fifteen (15) additional graduate credit hours.
Lane C. Master's Degree in subject area plus thirty (30) additional graduate credit hours.
Lane D. Master's Degree in subject area plus forty-five (45) additional graduate credit hours.
Lane E. Master's Degree in subject area plus sixty (60) graduate credit hours or earned Doctorate with at least thirty (30) credit hours in subject area.

Lane F shall be a select lane with the following minimum qualifications:

> Doctor's degree in the subject field and (10) years professional experience which must be at OCC, or a master's degree in subject field, plus at least sixty (60) graduate hours beyond the master's degree of which a minimum of thirty (30) must be in the subject field and half of the remainder must be in related fields, fifteen (15) years professional experience at least ten (10) of which must be successful college teaching at OCC, and other exceptional qualifications and demonstrated instructional leadership.

Vocational Faculty Qualifications for Future Horizontal Lane Placement and Lane Movement:

Lane A. Appropriate degree license, certification and/or technical experience in subject area plus Bachelor's Degree.
Lane B. Lane A plus: Fifteen (15) graduate credits.
Lane C. Lane A plus: Thirty (30) graduate credits, or Master's Degree.
Lane D. Lane A plus: Forty-five (45) graduate credits, or Master's Degree plus fifteen (15) additional graduate credits.
Lane E. Lane A plus: Sixty (60) graduate credits, or Master's Degree, plus thirty (30) additional graduate credits, or earned Doctorate

Lane F shall be a select lane with the following minimum qualifications:

> A master's degree in subject field, plus at least sixty (60) graduate hours beyond the master's degree of which a minimum of thirty (30) must be in the subject field and half of the remainder must be in related fields, fifteen (15) years professional experience at least ten (10) of which must be successful college teaching at OCC; or a master's degree in the subject field and thirty (30) graduate hours beyond the master's degree in the subject or related fields, fifteen (15) years successful college teaching at OCC, and five (5) years professional and/or technical experience, and other exceptional qualifications and demonstrated instructional leadership.

OTHER STIPULATIONS

Definitions: As used herein, "subject field" also includes an approved (by the Vice President for Curriculum and Instruction or designee) area related to the subject field. Education courses submitted as related to subject field must be demonstrably in the area of instructional methodology and curriculum in the field, not in educational administration.

Procedures for Lane F:

> Each January, all faculty who meet the academic and experience requirements of Lane F and carry the rank of Professor may give notice of how they meet these requirements in a memorandum that also outlines how they have demonstrated instructional leadership and exceptional qualifications. This notice shall be sent to the Vice President for Curriculum and Instruction, who shall chair a faculty committee comprising an elected representative from each Division, the Learning Resource Faculty, and the Student Development Faculty. No faculty member may serve on this committee who is applying for nomination to Lane F. This committee will screen the applications ensuring that all requirements have been met and rank order the qualified applicants. The committee will release this rank ordering to the President only at such time as the Board has determined the number of positions to be endowed. The President will then appoint the appropriate number of faculty to Lane F in accordance with the Committee's rank order recommendation.

General Equivalencies:

A. Beyond the entry level degree, any additional degrees earned shall be converted to credit hours for the purpose of appropriate placement on the salary schedule.

B. As used in this Appendix, "course" and "graduate hours" shall apply only to instruction received at fully accredited institutions of higher education. Courses must be completed with a grade of "C" or better. Graduate hours refers to graduate semester hours.

C. Undergraduate credits earned after the date of initial placement, and contributing directly to the Faculty's professional qualifications, will be counted as two-thirds (2/3) of a graduate credit. Such credits will only be awarded when prior approval for the course is granted by the Vice President of Curriculum and Instruction.

Movement on the Salary Schedule:

A. Horizontal movement shall take place in the academic year next following the successful completion of the coursework requirement for the next horizontal lane, provided that:

1. Proof of registration has been submitted to the Personnel Office by June 30th;
2. An official transcript showing successful completion has been submitted to the Personnel Office no later than July 1 for courses done in the preceding fall and spring semesters. For summer courses, an official notification of completion shall be submitted no later than August 31. The Faculty member shall exercise due diligence in obtaining transcripts within a ninety (90) calendar day period thereafter. After receipt of the transcript, the movement and compensation shall be retroactive to the start of the academic year.

This movement will take place by moving the Faculty to the same vertical step of previous academic year in the new horizontal lane, and then this Faculty member will be given one (1) vertical step in the new lane except as outlined in B below.

B. After initial placement, vertical movement on the salary schedule shall occur at the rate of one (1) step per year up to the maximum step except for the 1986-87 year when there will be no step movement.

C. **Transition Clause:**

1. Those Faculty hired on or before August 15, 1983, whose placement on the salary schedule contained in Appendix B of the 1983-86 Agreement resulted in a vertical step placement less than actual total years credited, shall be granted an opportunity to restore these steps by earning additional graduate credits. The transition period extends until September 1, 1987.

2. Additional credits earned will be added to the total of graduate credits already accumulated at the time of initial placement. The Faculty will then be placed on the 1982-1983 Step Schedule according to the new credit total and his/her total experience as of the 1982-83 academic year.

3. If this new placement results in a horizontal lane change, the Faculty's placement salary would be recomputed. If this new placement salary is greater than the Faculty's actual 1982-83 salary, this new salary will be matched against the Faculty's permanent 1982-83 lane to the closest step. Additional steps resulting from this rematching will then be applied to the current step schedule, and the Faculty's current base salary will be adjusted accordingly.

4. No retroactive payments are involved. The adjusted salary will be effective at the beginning of the subsequent academic year after the date of approved change as specified by the Vice-President for Curriculum and Instruction or her designee.

D. All employees shall be paid according to the salary schedules in Appendix D of this agreement. In May, 1988, if the Consumer Price Index Urban (CPIU) Chicago for the prior year exceeds 7.8%, the 1988-89 salary schedule shall be increased by 50% of the difference between the Consumer Price Index Urban (CPIU) and 7.8%. However, the maximum additional salary increase for 1988-89 shall not exceed 2.6%.

APPENDIX B

1. **Fringe Benefits** All full-time Faculty shall be entitled to receive the following fringe benefits during the term of this Agreement:

A. A Hospitalization Insurance Plan for all Faculty, with the full cost thereof to be assumed and paid by the Community College District herein. The benefits within that hospitalization plan shall not be less than those provided during the 1985-86 academic school year.

B. A Hospitalization Insurance Plan for all dependents of Faculty, with 85% of the cost thereof to be assumed and paid by the Community College District herein. The benefits within such dependency coverage Hospitalization Insurance Plan shall not be less than those provided during the 1985-86 academic school year.

C. A Term Life Insurance Plan providing life insurance coverage to each Faculty in an amount equal (to the nearest thousand) to two (2) times the base salary of the individual Faculty from time to time in effect during the term of this Agreement with the full cost of the premium for such insurance to be assumed and paid by the Community College District herein.

D. An Optical Insurance or equivalent plan for all Faculty and their dependents with the full cost thereof to be assumed and paid by the Community College District herein. The benefits within the optical plan shall not be less than those provided during the 1985-86 academic year.

E. The option to buy additional life insurance as provided during the 1985-86 academic year.

F. A Dental Insurance or equivalent plan for all Faculty and their dependents, with the full cost to be assumed and paid by the Community College District herein. The benefits within the dental plan shall not be less than those provided during the 1985-86 academic year.

G. Stop-loss Health Insurance shall provide $500,000.00 annual coverage at Board cost. Such coverage shall limit the maximum annual loss to $2,000. A protection, thereafter, to $1,000,000.00 shall be available to Faculty at their own option and cost.

2. **Contributions to SURS** The Board of Trustees agree that as of August 18, 1980, employees' contributions to the State Universities Retirement System have been treated as tax-deferred to the extent permitted by law. All full-time Faculty shall be allowed to participate in this program. If the Internal Revenue Service or a court should disallow said contributions as tax-deferred, the Board of Trustees shall there-upon, if required to do so, commence deducting applicable withholding taxes for such contributions to SURS.

3. ***Intercollegiate Coaching Compensation** Physical Education Faculty who are assigned intercollegiate coaching responsibilities shall have the following LHE's as part of their load. All other full-time faculty shall receive the following LHE's as overload pay. Other qualified full-time faculty may be assigned intercollegiate coaching as part of base load if approved by the Vice President for Curriculum and Instruction provided such shall be in the sole discretion of the Vice President and non-precedential.

Workload Guide for Coaching	**LHE's**
Baseball	10
Men's Basketball	11
Women's Basketball	10
Bowling	4
Cheerleading	3
Cross Country	5
Golf	5
Gymnastics	9
Marathon	2
Soccer	6
Softball	6
Men's Tennis	5
Women's Tennis	5
Indoor Track	5
Outdoor Track	5
Volleyball	6
Wrestling	7
Pom Pon	3

4. **Summer Pay**
A faculty member who has been employed under a full-time teaching contract during the preceding spring semester, and who will be employed under a full-time teaching contract during the following fall semester, will be paid for summer 1987, 14%, for summer 1988 and thereafter, 12% of the previous year's contracted salary for teaching 6 LHE during the intervening summer session. In the event such a faculty member is awarded a contract for the succeeding semester after the summer session has begun, summer pay will be recalculated according to the above guidelines. All LHE's over six will be paid at the overload rate of the preceding spring semester. All LHE's under 6 will be paid on a *pro-rata* basis.

5. **Overload Pay**
Full-time faculty will be paid overload pay for all LHE over thirty (30) at the following rates:

1986-87	$365 per LHE
1987-88	$390 per LHE
1988-89	$420 per LHE

6. **Substitute Pay**
See Section 5.2.

7. **Standard Laboratory LHE**
Standard Laboratory LHE shall be .80 X hours scheduled.

APPENDIX C

ADDENDUM TO MEDICAL SELF-INSURANCE PROGRAM

Oakton Community College shall contract with an independent medical review services organization through the self-insurance program administrator for the following cost containment programs.

I Pre-Hospital Review and Continued Stay Review
II Pre-Surgical Benefit Review
III Planned Discharge Program

I Pre-Hospital Review and Continued Stay Review

Pre-hospital and continued stay reviews are the processes used to certify the medical necessity and length of in-hospital stay. Specifically, these reviews require the patient's physician to obtain authorization for the number of hospital days prior to a hospital admission or continued-stay/extension. Generally, a length of stay is established and an on-going modified concurrent review is maintained with the attending physician.

If an employee or his/her dependent elects not to participate in the pre-hospital and/or continued stay reviews, a deduction from reimbursable benefit payment in the amount of $250.00 for each type of review and each hospital stay will be imposed. This deduction is additional to the current calendar year deductible of $100.00. Pre-hospital review is required only for non-emergency stays.

II Pre-Surgical Benefit Review

Pre-surgical benefit review is the process whereby a second surgical opinion is required when the proposed procedure falls under any of the following thirteen (13) focused elective categories whether performed inside or outside of the hospital setting:

Ear, Nose and Throat
Tonsillectomy (removal of tonsils)
Adenoidectomy (removal of adenoids)
Tympanotomy (incision of ear drum);
Hysterectomy (removal of uterus);
Herniorrhaphy (repair of hernia);
Cholecystectomy (removal of gall bladder);
Hemorrhoidectomy (removal of hemorrhoids);
Prostatectomy (removal of prostate);
Joint Surgery (knee, hip, shoulder involving the spine or parts of the spine);
Varicose Vein Ligation and Stripping (excision and typing varicose veins);
Cataract Extraction (removal of cataracts);
Deviated Septum (non-cosmetic) (nose surgery for functional improvement);
Coronary Artery Bypass;
Bunionectomy (removal of bunions).

The initial level of screening consists of a review of clinical findings. The requirement for a second surgical opinion will be waived when the need for elective surgery is clearly indicated in the clinical summary forms submitted by the attending physician.

When one of the focused second surgical procedures has been recommended, and prior to scheduling the elective surgery, the attending physician must complete the Clinical Summary form and submit for review.

If the clinical summary clearly support the need for surgery, the patient is notified that the second surgical opinion requirement has been waived and the patient is eligible for maximum surgical benefits.

If the need for surgery is not clearly supported by the clinical data, the patient is provided with the names, addresses, and phone numbers of several Board Certified specialists who are located in the same geographical area. The patient then selects a second opinion physician and makes an appointment for a consultation. the consulting physician's findings are reported and the patient is informed of the alternative courses of action which may include the requirement of a third opinion.

The College will reimburse 100% of the incurred costs for the required second and third surgical opinions. If an employee or his/her dependent elects not to participate in the pre-surgical benefit review program, a deduction of $250.00 for each surgery in addition to the current deductible of $100.00 per calendar year will be deducted from the reimbursable benefits.

III Planned Discharge Program

The planned discharge program identifies patients for whom early discharge planning is appropriate. It sets procedural guidelines with which contracted home health care agencies must comply. When a length of stay is authorized under the pre-hospital review, a selected home health care agency in proximity to the patient's home is notified of the admission to validate the targeted discharge date, assess the possibility of an early discharge; as well as coordinate the provision of necessary home health care services.

When home health care appears to be appropriate, the selected home health care agency, working through the patient's physician and the hospital's discharge planner, submits a treatment plan.

If an employee or his/her dependent elects not to participate in the planned discharge program, a deduction of $250.00 for each occurrence in addition to the current deductible of $100.00 per calendar year will be deducted from the reimbursable benefits.

In the event that a dispute arises between the patient's physician and the review organization, the opinion of the patient's physician shall prevail.

APPENDIX D
Salary Range

1986-87
Steps

Lanes	A	B	C	D	E	F
	849	908	972	1040	1113	1191
1	18455	19746	21129	22608	24190	25884
2	19304	20655	22101	23648	25303	
3	20152	21563	23073	24688	26416	
4	21001	22471	24044	25728	27529	
5	21850	23380	25016	26768	28641	
6	22699	24288	25988	27808	29754	
7	23548	25196	26960	28847	30867	
8	24397	26105	27932	29887	31980	
9	25246	27013	28904	30927	33092	
10	26095	27922	29876	31967	34205	36599
11	26944	28830	30848	33007	35318	37790
12	27793	29738	31820	34047	36431	38981
13	28642	30647	32792	35087	37543	40171
14	29491	31555	33764	36127	38656	41362
15	30339	32463	34736	37167	39769	42553
16	31188	33372	35708	38207	40882	43743
17	32037	34280	36679	39247	41994	44934
18	32886	35188	37651	40287	43107	46125

APPENDIX D
Salary Range

1987-1988
Steps

Lanes	A	B	C	D	E	F
	903	967	1034	1107	1184	1267
1	19640	21015	22486	24060	25744	27546
2	20544	21982	23520	25167	26928	
3	21447	22948	24555	26274	28113	
4	22351	23915	25589	27380	29297	
5	23254	24882	26623	28487	30481	
6	24157	25848	27658	29594	31665	
7	25061	26815	28692	30701	32850	
8	25964	27782	29727	31807	34034	
9	26868	28749	30761	32914	35218	
10	27771	29715	31795	34021	36402	38951
11	28675	30682	32830	35128	37587	40218
12	29578	31649	33864	36234	38771	41485
13	30482	32615	34898	37341	39955	42752
14	31385	33582	35933	38448	41139	44019
15	32288	34549	36967	39555	42324	45286
16	33192	35515	38001	40661	43508	46553
17	34095	36482	39036	41768	44692	47820
18	34999	37449	40070	42875	45876	49088

APPENDIX D
Salary Range

1988-89
Steps

Lanes	A	B	C	D	E	F
	947	1013	1084	1160	1241	1328
1						
2						
3						
4	23427	25067	26821	28699	30708	
5	24374	26080	27906	29859	31949	
6	25321	27093	28990	31019	33190	
7	26268	28107	30074	32179	34432	
8	27215	29120	31158	33339	35673	
9	28162	30133	32242	34499	36914	
10	29109	31146	33327	35659	38156	40826
11	30056	32160	34411	36819	39397	42155
12	31003	33173	35495	37979	40638	43483
13	31950	34186	36579	39140	41879	44811
14	32896	35199	37663	40300	43121	46139
15	33843	36212	38747	41460	44362	47467
16	34790	37226	39832	42620	45603	48795
17	35737	38239	40916	43780	46844	50124
18	36684	39252	42000	44940	48086	51452
19					49327	52780

Oakton
Community
College

Inter-Office
MEMO

Date September 16, 1986

To Frank Fonsino, President of OCCFA

From Margaret B. Lee

Subject Clarification of Interpretation of Article VI, Academic Freedom

Copies to

Pursuant to a number of discussions on issues related to academic freedom, I am making the following distinction between materials related to content and materials related to methodology.

> "Materials related to methodology are at the discretion of the individual faculty member. Materials related to course content and learning objectives must be the result of departmental consensus. Consistency in course content and learning objectives is required both for compliance with ICCB regulations and for appropriate communications in catalogs, brochures and the like concerning what students may expect to learn."

Oakton
Community
College

Inter-Office
MEMO

Date September 16, 1986 -

Copies to

To Frank Fonsino, President of Faculty Senate

From Margaret B. Lee

Subject Released Time for Senate

The Faculty Senate has received in recent years twenty-four (24) LHE released time hours to conduct business appropriate to the Senate. The Senate has also received student aide support from the Vice President of Curriculum and Instruction's budget.

As a result of the agreement in the faculty contract to grant the President of OCCFA six (6) LHE released time hours, (at the rate of three (3) each academic semester), this letter confirms that a total of eighteen hours will be granted to the Faculty Senate to conduct Senate business. Thus the total of 24 hours total will be maintained.

MBL:vh

Oakton
Community
College

Inter-Office
MEMO

Date October 28, 1986

To Frank Fonsino

From President TenHoeve

Subject Collective Bargaining Agreement

Copies to

Confirming representations made in the course of negotiations of the current collective bargaining agreement, the Vice Presidents will consult with the library and student development faculty members before implementing any changes in the normal workload. This assurance is provided based upon the opportunity having been provided to the parties to fully bargain this issue.

4115(a)
1/27/76

PERSONNEL - PROFESSIONAL

Revised 5/19/81
10/22/86

Workload

I. Areas of Responsibility

Division deans have responsibility and authority for assigning faculty schedules: normally this will be accomplished in consultation with department chairs and individual faculty members.

The faculty's workload consists of several areas of responsibility, of which the following list is representative:

A. Instructional Activities

1. Classroom instruction
2. Preparation of assignments and presentations
3. Evaluation of student performance
4. Tutorial work with students
5. Advising and counseling of students
6. Keeping records

B. Institutional Activities

1. Planning new courses
2. Conferring with other faculty and working on curriculum issues (catalog and directory course descriptions, minimal mastery standards, text selection, proficiency examination, etc.)
3. Participation in division and department activities (meetings, governance, etc.)
4. Participation in college-wide activities (governance, accreditation studies, student activities, staff development modules, etc.)
5. Participation in college-related community activities (speakers' bureau, etc.)

It is expected that faculty members will usually need to be on campus daily to fulfill their instructional and institutional responsibilities, and to maintain a minimum of ten office hours per week.

II. Instructional Load

The basic unit for determining load is a lecture hour equivalent (LHE). A full-time teaching load will be 30 LHE per academic year. Normally, a load will be 15 LHE each semester but, depending on institutional needs, the total load amy be determined on the basis of both semesters in the academic year (30 LHE) to achieve balance and to extend a variety of options. However, in no case will the regular load in any given semester be less than 12 LHE or two lecture/laboratory courses or more than 18 LHE or 4 lecture/laboratory courses.

When a faculty member is assigned preparations beyond those for three (3) separate courses (2 courses for lecture/laboratory faculty), each course will be credited with an additional 0.75 LHE (e.g., in such circumstances a faculty member whose usual load is five 3 LHE courses would instead have a load of four 3.75 LHE courses for a total of 15 LHE). This will apply unless the instructor requests this course load and waives the additional LHE credit in writing, with the approval of the dean of the division.

Whenever possible, all teaching assignments considered to be part of a faculty member's regular load will fall within an 8-hour period. When in extraordinary circumstances, a faculty member is required to teach an evening course when a morning class beginning before 9:30 is scheduled for the following day, the evening course will be calculated with an addition 0.25 LHE for each LHE that it is normally credited with. The division dean will make every serious effort to assure that such a situation does not occur in two successive semesters.

Insofar as possible, faculty members assigned to weekend classes will have schedules in which the work week will not exceed five (5) days and, if possible, such schedules will provide for two (2) consecutive days off. If any event, the faculty member will be expected to maintain office hours accessible to students. In those instances where it is not possible to avoid a work week of more than five (5) days, the dean will make every effort to group the faculty member's classes relatively close together so as to avoid lengthening the work day as well as the work week and the weekend course will be calculated with an additional 0.25 LHE for each LHE that is normally credited with.[1] The division dean will make every serious effort to assure that such a situation does not occur in two successive semesters.

The following chart shows how the LHE value is to be calculated for the various categories of faculty assignment:

	ASSIGNMENT DEFINITION	LHE CALCULATION
1.	Lecture: Classtime is spent on presentation of the subject matter, discussion, and/or problem solving. The instructor spends additional time preparing for class, evaluating student work on assignments and examinations, and working with students	1 x hour scheduled

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[1] A variable load (e.g., twelve (12) LHE Fall semester and eighteen (18) LHE Spring semester) may be agreed upon between the faculty member and the dean in such circumstances, as an alternative method of resolving the difficulties of an unwieldy schedule.

Workload (Continued)

ASSIGNMENT DEFINITION	LHE CALCULATION
2. Standard Laboratory: A portion of class time is devoted to lecturing and preparing students for the experiment and/or activity; the remainder of the time is spent supervising and assisting students who are working on laboratory experiments or exercises. The instructor also spends time preparing for class, evaluating student work on assignments and examinations, and working with students. (In addition to science courses, this assignment would include physical education, art, some music courses, and most vo-tech courses.	0.80 x hours scheduled
A lab requiring extensive preparation, in addition to time spent in class, when no paraprofessional assistance is available.	up to 1 x hours scheduled upon agreement between faculty member and dean, with the approval of the Vice President for Curriculum and Instruction.
3. Open Laboratory: Class time is spent supervising students working on laboratory experiments and exercises or other activities. The instructor also spends time preparing for class, evaluating student work on assignments and examinations, and working with students. (This assignment would include some vo-tech labs and some foreign language labs.)	0.67 x hours scheduled
4. Composition Courses: A lecture class in which the instructor is required to spend an extraordinary amount of time outside of class criticizing and evaluating written assignments and examinations, and tutoring students. Instructors are required to schedule extensive office hours for student consultation. (Courses in this category are EGL 051, 052, 101, 102, and 210.)	1.25 x hours scheduled

Workload (Continued)

ASSIGNMENT DEFINITION	LHE CALCULATION
5. Independent Study/Applied Music: Supervision and instruction of students on an individual basis.	
a. Independent Study: When the size is allocated at fifteen (15) or more to allow for lecture or discussion sessions, it will be calculated as a lecture course (item #1 above). All INS sections require dean's approval; only in exceptional cases will an instructor be assigned more than one section. By written agreement between the faculty members and dean, certain regularly scheduled courses with low enrollments may be calculated according to the INS formula.	a. 1 student, 1 credit 1/12 LHE 4 students, 3 credits: 1 LHE 12 - 14 students, 3 credits: 3 LHE
b. Applied Music: Maximum number of students per sections combined, is twelve (12).	b. 1 student, 2 credits: 0.5 LHE (Private lessons).
6. Team Teaching/Multiple Course Packages: Faculty members share teaching responsibilities.	
a. Team Teaching: Two (2) or more instructors share the responsibilities for teaching a single course.	a. 1 x hours scheduled (plus lab LHE) divided by number of instructors
b. Tandems and Multiple Course Packages: Two (2) or more instructors teach two (2) or more courses back-to-back, with all instructors present at all times.	b. Arrangements, if any, will be made upon agreement between the dean and the faculty member.

Workload (Continued)

	ASSIGNMENT DEFINITION	LHE CALCULATIONS
7.	Student Development Assignment: Includes classroom instruction (lecture), scheduled day and evening counseling appointments, special student development services, and collegial responsibilities (instructionally-related assignments) as assigned.	35 scheduled hours
8.	Learning Resource Center Assignment: Primary responsibilities and other assigned duties involved in the operation of the LRC, along with instructionally-related assignments (such as selection of curriculum-related materials).	35 scheduled hours
9.	Practicum/Supervised Work of Clinical Experience Students are involved in practical work experiences which the instructor supervises in conjunction with personnel in the working location. May or may not include lecture time.	1 x hours scheduled for lecture (if 7 or more students are enrolled in the class) PLUS 0.33 LHE x number students (for Health Related and Child Care technologies) OR 0.17 LHE x number of students (for other technologies)
	Practical Nursing Clinical Practicum	0.75 LHE x hours scheduled
	A practicum requiring extensive preparation time, contact hours, and/or visits to several sites away from campus several times a week.	Up to 0.66 LHE x number of students, upon agreement between the dean and faculty member with the approval of the Vice President for Curriculum and Instruction.

Workloads (Continued)

ASSIGNMENT DEFINITION	LHE CALCULATION
11. Instructionally-Related Assignments: Assignments related to and supportive of instruction, curriculum, and learning. These include curriculum development and chairmanships, sponsorship of activities, chairing vocational programs and baccalaureate departments, directing theater productions, etc. These assignments may carry varying LHE value according to the classroom-equivalent time they require.	Dean and Faculty members make arrangements appropriate to the particular assignments.
In the case of chairs of vocational programs and baccalaureate departments, responsibilities include curriculum planning, faculty recruitment, liaison with industry, and other appropriate tasks as determined by the dean in consultation with the chair, in a manner consistent with the chair's job description. The chair will be accountable to the dean for the use of instructionally-related time.	

III. OVERLOAD

Day or evening overload will not exceed one (1) course in any one term, and will not exceed two (2) courses in the contract year; day overload will be approved if 30% of the evening sections for the semester in question are covered by full-time faculty; no overload will be assigned during the summer session. Overload consists of class hours, office hours, and preparation times in addition to the regular load, which includes class hours, office hours, department and division obligations, committee assignments, and other collegial activities. Overload assignments will not conflict with a faculty member's department/division and collegial obligations. Overload may be compensated either through a variable load practice or through monetary payment.

Overload will not cause conflicts in the availability of both full-time and part-time faculty for teaching both day and evening classes.

Built-in Overload involves situations when, because of exceptional circumstances, a faculty member must be assigned a load in excess of fifteen (15) LHE (but not a full, additional course) in any one semester. Built-in overload will be compensated according to the number of LHE above thirty (30) for the contract year. Requested overload is a full course in addition to the faculty member's regular load. Requested overload will be compensated according to the number of LHE assigned to the overload course, regardless of the total LHE in the regular load.

4115 (g)

1/27/76
Revised 5/19/81
10/22/86

Workload (Continued)

Overload may be compensated, upon agreement between the faculty member and the division dean and in consistency with institutional needs, in the form of a reduced load (for an annual total of 30 LHE) during the other semester of the contract year. However, upon the faculty member's request and/or in consistency with institutional needs, the overload may be compensated in salary. In the case of built-in overload, at the beginning of the Spring semester, the faculty member's LHE for Fall, for any interim-semester that may exist except Summer, and for Spring will be totaled, and any overload that has been completed, including fractions of LHE's, will then be calculated and compensated, overload still in progress in the Spring will be compensated in Spring semester paychecks. In the case of requested overload, monetary compensation will be forthcoming during the semester in which it is assigned.

1L

N.C.S.C.B.H.E.P.
CONTRACT FILE

Agt. AFT
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Priv.
2-Yr. ✓
4-Yr.
2/4
Exp. 8/89

1987—89 Agreement

Board of Community College
District No. 515

and

Prairie State College Federation of Teachers, Local 3816, AFT, AFL-CIO

1022

1987-89 AGREEMENT

BOARD OF COMMUNITY COLLEGE

DISTRICT NO. 515

and

PRAIRIE STATE COLLEGE FEDERATION

OF TEACHERS, LOCAL 3816, AFT, AFL-CIO

1023

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AGREEMENT

THIS AGREEMENT, together with the attached Appendices which are an integral part of this Agreement and by this reference incorporated herein, is entered into by and between the BOARD OF COMMUNITY COLLEGE DISTRICT NO. 515, COUNTIES OF COOK, WILL AND STATE OF ILLINOIS (herein called the "Board") and the Prairie State Federation of Teachers, Local 3816, AFT, AFL-CIO (herein called the "Union"), as sole and exclusive bargaining agent for the full-time members, as defined herein. The Agreement shall also be binding upon the parties' respective successors, for the life of this Agreement.

PREAMBLE

WHEREAS, the Union has been designated as the bargaining representative by a majority of the full-time faculty members;

WHEREAS, the Board and Union have voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting relations between the Board and the full-time faculty insofar as such practices and procedures are appropriate to the obligations of the Board to retain the right effectively to operate Prairie State College and are consonant with the paramount interests of the public and the students of Prairie State College;

WHEREAS, the Board, and the Union, and the full-time faculty members are proud of the College's tradition of service to students and are dedicated to providing the students of Prairie State College with the highest caliber of instruction and individual attention and counseling to permit the fullest opportunity for individual and intellectual development;

WHEREAS, it is the intention of the parties to this Agreement to provide, where not otherwise mandated by statute, for the salary schedule, fringe benefits and conditions of employment of the full-time faculty members covered by this Agreement, to prevent interruptions of work and interference with the efficient operation of Prairie State College, and to provide an orderly and prompt method of handling and processing grievances;

NOW, THEREFORE, the parties agree with each other as follows:

ARTICLE I

Recognition and Representation

Section 1.1. Recognition. The Board recognizes the Union as the sole and exclusive bargaining agent for all full-time faculty members for the period through the term of this Agreement. No positions in the bargaining unit shall be eliminated where there is no substantial change in job duties or responsibilities.

Section 1.2. Meeting with Other Faculty Organizations. This Agreement shall not be construed to prevent the Board or any administrator from meeting with any employee or employee organizations, including the faculty association, representing full-time faculty members for the purpose of hearing the views and proposals of such employee or such employee organizations, provided that as to those matters covered by this Agreement no change or modification shall be made except through negotiation and agreement with the Union.

Section 1.3. Representation. Recognition by the Board of the Union as the sole and exclusive bargaining agent on matters pertaining to hours, wages and working conditions shall continue through the term of this Agreement. Any alleged violation of this section may be remedied by the filing of either a grievance or an unfair labor practice but not both, it being the express intent of the parties that there be no duplication of remedies.

Prior to the expiration date of this Agreement, the Board shall determine whether or not it shall recognize the Union for the succeeding academic year.

Section 1.4. Faculty Senate. The Union, through its academic committee (The Faculty Senate), may make recommendations to the College President on academic policies, curriculum matters, student welfare, registration, admission policies, and other educational standards.

ARTICLE II

Union-Board Relation

Section 2.1. No-Discrimination. The Board and the Union agree not to interfere with the right of faculty members covered by this Agreement to become or not become members of the Union and that there shall be no discrimination against any faculty members covered by the Agreement because of Union membership or non-membership. The Board and the Union agree not to discriminate against any faculty member covered by this Agreement on account of sex, race, creed, or national origin. Membership in the Union or any other employee organization or association not affiliated with the College shall not be a condition of employment for any faculty member covered by this Agreement. The Board will not discriminate in hiring, tenure or continuity of employment or in promotional opportunities or otherwise because of membership or lawful organizational activities in the Union or any other employee organization or to participate in any such activities.

Section 2.2. Dues Check-off. Upon receipt of a lawfully written authorization from a full-time faculty member, which may be revoked in writing at any time, the Board agrees to deduct the regular monthly Union dues of such full-time faculty member from his pay and remit such deduction by the fifteenth (15th) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Board in writing of the exact amount of such regular membership dues to be deducted.

The Union agrees to indemnify and hold the College harmless against any and all claims, suits, orders, or judgments brought or issued against the College as a result of any action taken or not taken by the College under the provisions of this Section.

Section 2.3. Board Meetings. Copies of the agenda and the minutes of any Board meeting will be distributed to the Union President from the Office of the College President. The Union shall be accorded the same right to attend and address the Board as any other organization. The Union shall be provided in advance copies of any materials furnished to representatives of the press and other College organizations.

Section 2.4. Meetings with the President. At the request of either party, the President and his designee and the Union President and his designee shall meet within a reasonable period of time to discuss matters relating to this Agreement. The Union President and his designee suffer no loss in pay while attending any such meetings. However, meetings shall be scheduled in such a manner as to minimize the loss of scheduled class time.

Section 2.5. Use of Facilities and Equipment. The Union shall have the same right as other interested groups to use the facilities and equipment of the Board. Use of said facilities and equipment shall be coordinated by the appropriate administrative officers.

Section 2.6. Leaves of Absence for Union Officers. In the event a full-time faculty member accepts full-time employment with the Union, he may apply for a leave of absence as provided in Section 4.22(6) of this Agreement.

Section 2.7. Union Meetings. On 24 hours' notice to the President of the College, the Union President shall have the right to schedule Union meetings during normal working hours in the facilities of the College, provided no meetings of the faculty have been scheduled for the same time and provided no faculty member shall be released from his scheduled classes to attend such meetings. Once a Union meeting has been scheduled in accordance with this Section, no new meetings involving Union members shall be scheduled or held at the same time.

Section 2.8. Information to the Union. The Board shall make available to the Union any records, reports, and other written documents which have been made available to the press.

Section 2.9. New or Revised Forms. Any new or revised forms used to carry out the provisions of this Agreement shall be in accordance with this Agreement.

ARTICLE III

Board Rights

Section 3.1. Board Authority. The Board, on behalf of the electors of the district, retains and reserves the ultimate responsibilities for proper management of the College District conferred upon and vested in it by the Statutes and the Constitution of the State of Illinois and the United States, including but not limited to the responsibilities for and the right:

(1) To maintain executive management and administrative control of the College District and its properties

and facilities and the professional activities of its employees as related to the conduct of College affairs;

(2) To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;

(3) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;

(4) To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to current written Board policy or as the same may from time to time be amended;

(5) To determine class schedules, non-classroom assignments, the hours of instruction, and the duties, responsibilities, and assignments of those in the bargaining unit.

Section 3.2. Board Responsibilities. The exercise of the foregoing powers, rights and authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty to be considered to be authorized by or binding upon the Board unless and until the Board has agreed thereto in writing.

Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under the Illinois Community College Act or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE IV

Conditions of Employment

Section 4.1. Academic Freedom. Each member of the Faculty is a member of a learned profession and an officer of an educational institution. When he speaks or writes, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence, he should at all times be accurate, should show respect for the opinion of others, and should make every effort to indicate that he is not an institutional spokesman. The Board recognizes its responsibility to protect and encourage the search for truth and its dissemination, as each member of the faculty must recognize his obligations in these matters.

Section 4.2. Course Content. Within the broad framework of academic freedom affirmed above, faculty members shall continue to have the right and responsibility to determine course content and textbooks, subject to applicable written College policy, procedure, and appropriate state guidelines and/or regulations.

Section 4.3. Administration and Faculty. (1) No agreement signed with the student governing body nor any agreement hereafter approved by the President of the College or the faculty with the student groups or any other external groups shall abrogate the rights of faculty members under this Agreement.

(2) In the event of an assault or battery on a faculty member during the academic year (and the summer session) on campus and off campus while in performance of official College duties, the Board shall:

(a) Immediately take whatever steps are necessary to protect the faculty member;

(b) Immediately take steps to suspend from the College any student where it has been sufficiently established that the student participated in the assault or battery on the faculty member;

(c) At the request of the faculty member, provide legal assistance (as selected by the Board) connected with the prosecution of criminal charges against the individual or individuals accused of such an assault or battery.

Section 4.4. Distribution of Contract and Benefit Information. This Agreement shall be reproduced by the Board and one copy shall be distributed by the Board to each faculty member. Additional information which may be needed by faculty members in order to clarify questions concerning specific benefits may be obtained by them upon request to the Personnel Office.

Section 4.5. Rights of Faculty Members. In the event of any conflict between the terms of an individual contract of employment and the terms of this Agreement, the latter shall be controlling.

Section 4.6. Personal File. Upon appropriate request, a faculty member covered by this Agreement may review his personal cumulative file which is the only official file, other than his official credentials, but nothing may be removed from said file for the purpose of copying unless such materials are to be used in any litigation or in any arbitration hearing conducted under the terms of this Agreement. A faculty member covered by this Agreement may file a rejoinder in his personal file if he so desires.

Section 4.7. Determination of Seniority. Seniority -- the priority that comes because of length of service in the College -- will be determined within a discipline/program area of the College on the following basis:

(1) Seniority of faculty members is based on the date of beginning of continuous full-time employment with District No. 206 or District No. 515. Any persons hired after September 1967 from District No. 206 will qualify for seniority from date of beginning of continuous full-time employment with District No. 515.

(2) Conflict of seniority among faculty members with the same beginning date of continuous employment and who began said employment prior to July 1, 1974, shall be resolved by rotating each year on the seniority roster. Rotation order shall be the same as the chronological order in which their contracts were signed.

(3) Conflict of seniority among faculty members with the same beginning date of continuous employment and who began said employment on or after July 1, 1974, shall be resolved by reference to their initial contracts. In such circumstances, seniority order shall be the same as the chronological order in which their contracts were signed.

(4) Any faculty member who accepts an administrative appointment shall not accrue seniority during the time he/she serves as an administrator. No faculty member who accepts an administrative appointment may be transferred back to the bargaining unit if such transfer would result in the layoff of any faculty member included in the bargaining unit.

Section 4.8. Qualifications to Teach. The qualifications to teach specific courses or in particular fields shall be determined by the appropriate Dean and approved by the Vice President of Instruction. These qualifications shall be on file and accessible with the Division and the office of Instructional Services.

Section 4.9. Scheduling. Scheduling of faculty assignments to disciplines/program areas shall be determined in the following order:

(1) Availability of work;

(2) Qualification of the faculty member as provided in Section 4.8;

(3) Whenever a person is the sole person qualified to teach a course or courses, he shall choose it or them first as part of his regular load;

(4) Where two persons are equally qualified, seniority within the discipline/program area shall govern, subject to the following qualifications;

(a) A senior faculty member may not exercise a choice of a second elective course within his subject or field of teaching within his discipline/program area each semester until other members of his discipline/program area qualified in the same subject or field have made a first choice of electives in the order of their seniority. The same principle of alternating choices shall apply until all electives are assigned.

(b) All faculty members shall have an obligation to teach their fair share of subjects within the general education core taught by their discipline/program area.

(c) A faculty member who has developed a new course may elect to be considered the sole person qualified as defined in 4.9(3) to each a section(s) of that course for the first two semesters the course is taught.

Section 4.10. Application of Seniority and Rotation to Work Above the Regular Course Load. (a) Where extra work is available in a discipline/program area, a list of such extra work shall be posted by the Dean and/or Director through the Coordinator as soon as the information becomes known.

(b) After qualification for extra work has been determined, based upon the criteria as set forth in Sections 4.8, 4.9, and 4.10(d), seniority and rotation will be the basis for assigning extra work.

(c) Rotation lists based on seniority and the past amount of work assigned, will be maintained by the Dean and/or Director and posted in a conspicuous place. The Dean and/or Director shall revise the rotation list each semester or term and shall post the revised list sufficiently in advance of the next semester or term so that all members of the discipline/program area will be able to determine their eligibility for extra work assignments before the new semester or term begins. The rotation list shall take into account all extra work assigned during the preceding three years calculated upon the close of each term.

(d) The number of points based on the amount of extra work assigned in the past will determine the eligibility of the faculty member for extra work, with those who have the fewest points given priority. The faculty member with the fewest points shall not be restricted to a single extra assignment but in no event shall his total assignment exceed the maximum overload as set forth in Section 4.18(7). Seniority will be the deciding factor as between two or more faculty members having the same number of rotation points. Seniority shall also decide the assignment to particular courses or programs of extra work as between two or more faculty members eligible for such extra work.

(e) In determining the number of points of extra work assignments, all extra work performed shall be counted. Whenever necessary, the administration shall provide information about previous extra work assignments.

In determining the number of points of extra work assignments for regular full-time faculty members who are members of more than one discipline/program area, the sum of extra points earned in each discipline/program area shall be counted.

(f) One three-hour overtime class based on equalized semester credit hours shall count as one point of extra work assignment during the academic year. Daytime overload and classes outside the academic year shall accumulate one and one-half points for each three-hour class. Courses which carry either more or less than such three hours shall have point ratings in proportion, e.g., a two-hour course will count as two-thirds of a point (.67); a five-hour course will count as one and two-third points (1.67), etc.

(g) New faculty members will be assigned to the bottom of the rotation list in the order of their seniority, and will be credited with the same number of points of extra assignment as that accumulated by the faculty member with the highest number of points on the rotation list.

(h) Qualified faculty members as defined shall be given preference in extra work assignments over non-faculty members.

(i) As used in Section 4.10, "extra work" is defined as contractual work limited to a specific activity within a discipline/program area and shall include program projects beyond the normal load which are assigned by the Vice President of Instruction. For counselors and librarians, "extra work" is defined as contractual work limited to a specific activity beyond the normal load as defined in Section 4.18(8). For those activities which are not stated in terms of credit hours, the formula for determination of seniority shall be $\frac{10N}{173}$ where N is the number of days or fractions thereof required by the semester.

Section 4.11. Registration Duties. Faculty members shall be available for consultation during the general registration period as assigned by the Dean and/or Director. Such assignments shall be equitably distributed among the faculty members within a discipline/program area with no more than one member assigned to any given period.

Faculty members shall not be assigned clerical duties during registration periods other than those incidental to advisement. All preregistration and postregistration duties shall be handled exclusively by the counseling and administrative staff; this does not preclude appropriate discipline/program area counseling.

Section 4.12. End of Term Activities. Duties of faculty members during the end-of-term period shall consist of final examinations, grading, recording of grades, submitting a complete grade report to the appropriate Dean and/or Director, as well as other duties assigned by the appropriate Dean and/or Director. During the end-of-term period faculty members will schedule one (1) hour for student conferences per day. The faculty member's schedule for student conferences shall be forwarded in writing to the Vice President of Instruction and a copy posted at a location near the faculty member's office prior to the end of term.

Section 4.13. Class Lists. Each faculty member shall be provided with his class lists on the 1st day of classes. The Vice President of Instruction shall determine and enforce the manner and time for reporting class lists.

Section 4.14. Credit Union. Faculty members who wish to participate in the Bloom Township High School Credit Union shall be allowed to do so through payroll deductions. Faculty members can participate in this program through payroll deductions.

Section 4.15. Teaching Programs. (1) The Vice President of Instruction will establish a master schedule of sections, courses, and hours for the College after meaningful discussion among Coordinators and appropriate Deans and/or Directors. The Coordinators, in consultation with the faculty member, subject to the limits established by the seniority provisions of the Agreement, will assist the Dean and/or

Director in making full-time faculty assignments for each section in the master schedule. If any changes are necessary after the assignment has been made, the Dean and/or Director shall make every effort to consult with the affected member in the interest of arriving at the best solution for all concerned. The Dean and/or Director upon approval of the Vice President of Instruction shall assign part-time faculty to a course or courses when a coordinator does not recommend part-time faculty for courses after consultation with instructors in the area involved.

(2) Faculty members shall be present on campus for all professional duties and obligations, including classes, discipline/program meetings, faculty meetings called by the President, and student conference hours. Each faculty member shall schedule a minimum of four (4) hours for student conferences per week. These conference hours shall be scheduled to provide maximum convenience for students who wish to confer with a faculty member.

(3) No faculty member shall be required to teach classes beginning after 4:00 p.m. Monday through Friday, without his written consent unless scheduling is such as to preclude a full-time day assignment. In such case the faculty member may be assigned one course after 4:00 p.m. which contributes to the full-time assignment and this course will not qualify for overload payment.

(4) Sponsorship of all student clubs shall be on a voluntary basis.

Section 4.16. Parking at Main Campus. The Board agrees to continue to provide parking space at no cost for all faculty members covered by this Agreement at the Main Campus located at 202 South Halsted Street, Chicago Heights, Illinois.

Section 4.17. Travel Expenses. A faculty member shall receive the college's prevailing rate for travel, which is required by their direct assignment. At the end of each month, claims will be submitted to the appropriate supervisor for approval with proper documentation. Travel to and from home is excluded.

Section 4.18. Teaching Load. (1) The contracted semester load of a full-time faculty member shall be (15) equalized semester credit hours for all discipline/program areas as determined by the following formula:

Step No. 1	Total contact hours (minus) total credit hours
Step No. 2	The difference in Step No. 1 (times) .85 (plus) total credit hours (equals) Equalized Credit Hours.

(2) In the event that contact hours exceed credit hours and several sections are combined for lectures, or an individual faculty member has three or more distinct preparations, contact hours will be used.

For purposes of the summer session only, if contact hours exceed credit hours and several sessions are combined for lectures, or an individual faculty member has two or more distinct preparations, contact hours will be used.

(3) The normal load for faculty members in the English discipline/program will be 15 equalized semester hours; however, faculty assigned two or more composition classes in English 101 or 102 will have a load of 12 equalized semester hours and maximum class size shall be 30.

(4) For most faculty members the contact hours appear on the master schedule. However, for faculty members assigned to audio-tutorial labs, new programs, private music lessons, and practicums, the number of contact semester credit hours will be determined by a committee composed of the faculty member, the appropriate Coordinator, the appropriate Dear and/or Director or the Vice President, and a member of the Union executive board. Subject to the approval of the President, the committee will determine the appropriate number of contact semester hours which will be used to calculate the teaching load.

(5) Should a faculty member's load fall below fourteen (14) equalized semester credit hours, the faculty member will lose $272 per hour for each equalized credit hour below that point, or the faculty member can exercise an option to use a variable load between semesters, i.e., a faculty member's load may be unequally divided between the fall

and spring semesters of any academic year and the following summer session, provided that the teaching load for any one semester shall not exceed eighteen (18) equalized semester credit hours.

(6) In the event the faculty member's load exceed 15 equalized semester credit hours, he shall be paid on an overload basis. Compensation for overloads will be calculated by multiplying the appropriate rate times the amount that the total equalized semester credit hour assignment exceeds 15. For faculty assigned two or more composition classes in English 101 or 102, the faculty member shall be paid on an overload basis when load exceeds 12 equalized semester hours.

(7) A faculty member, with his consent, may be assigned an overload for any semester. The maximum equalized semester hours that may be assigned to a faculty member for any one semester is 23, or 15 hours plus one course. However, faculty who select two or more composition classes in English 101 or 102 may accept 20 hours for any one semester.

(8) The normal work load for counselors and librarians will be thirty-five (35) hours per week excluding lunch. However, they shall not be required to work more than seven (7) hours per day. Their duties are defined in the Administrative Procedures Manual. No counselor shall be assigned to teach any courses as part of his/her normal work load unless the affected counselor and the Vice President of Student Services mutually agree as to how such teaching duties shall be equated for purposes of determining normal work load.

(9) Counselors and librarians who elect to accept an additional assignment evening or Saturdays will be compensated at the rate of $550 for each additional two and one-half hour assignment (includes 8% pension pick up).

Section 4.19. Horizontal Salary Increments on the Salary Schedule. If prior to the commencement of the fall or spring term a faculty member covered by this Agreement submits official transcripts of approved, completed graduate hours sufficient for a horizontal increment, said faculty member shall receive the horizontal increment at the start of said fall or spring term. Such graduate hours must be approved in advance by the appropriate Vice President. This approval shall not be arbitrarily or unreasonably withheld.

Section 4.20. (1) Pay Period. Faculty members covered by this Agreement shall have the option of receiving their base contract amount in twenty (20) or twenty-six (26) bi-weekly payments commencing with the last scheduled Friday payday in August. When designated paydays fall during a vacation or holiday period, the pay will be dispensed on the last regularly scheduled faculty attendance day preceding the holiday or vacation.

(2) Automatic Check Deposit. Faculty members will have the option of participating in automatic paycheck deposit at a financial institution agreed upon by the Union and the Board.

Section 4.21. Step Increments. No full-time faculty member covered by this Agreement shall be denied an annual increment without cause stated in writing to the faculty member.

Section 4.22. Leaves.

(1) Sick Leave.

(a) A faculty member shall be credited with sixteen (16) days of sick leave at the beginning of employment to be used for his absence caused by illness, accident or physical disability which prevents him from performing his duties on instructional days (*i.e.*, every day in the academic year). Starting with the second year of full-time employment and each year of full-time employment thereafter, faculty members shall be credited with twelve (12) sick leave days at the beginning of the academic year accumulative to three hundred (300) days.

(b) A faculty member who has exhausted his accumulated sick leave as a result of a serious illness or accident which requires absence for an extended period of time will be permitted to borrow no more than a total of twelve (12) additional sick leave days from the sick leave days which he would be credited with during the next academic year, provided that any faculty member who leaves the employment of the Board while owing for sick leave borrowed in the past shall repay the Board for such sick leave, and if this obligation is not repaid the amount of the obligation may be deducted from any funds due him.

(c) In the event of twelve (12) or more days of consecutive illness, the College may require a faculty member to submit to an examination by a physician to determine the nature of his temporary disability. Upon making application to resume his duties following a temporary disability, the Board may require an examination by a physician to determine his fitness to resume his full-time duties.

(d) Each tenured faculty member who has exhausted his accumulated sick leave shall be given up to twenty (20) days of additional sick leave during his tenure at Prairie State College.

(e) There shall be no charge against a faculty member's sick leave if another faculty member teaches his class without being paid for the class. The appropriate Dean and/or Director will be notified as soon as the arrangement has been made.

(f) Each faculty member shall receive a statement of his/her accumulated sick leave bank with his/her paycheck on or before November 1.

(g) Sick leave shall be interpreted to mean personal illness, quarantined at home, or serious illness of members of the employee's immediate family. Members of the immediate family shall mean the faculty member's spouse, children, parents, brothers, sisters, and in-laws.

(h) Sick days are not cumulative during any approved leave of absence.

(i) Accumulated sick leave days may not be utilized immediately before or following the term of an approved parental leave, except upon the attending physician's written verification of disability.

(j) Sick Leave and Parental Leave benefits are independent of each other and not to be used simultaneously.

2. Personal Leave. Each faculty member shall be granted two (2) days annually without loss of pay for personal leave upon notifying his Dean and/or Director at least twenty-four (24) hours in advance of the use of the days. A required form shall be placed in the mailbox of the Director of Personnel by the individual granted leave upon his return from said leave. This leave is not cumulative.

3. Emergency Leave.

(a) An eligible faculty member covered by this Agreement will be granted emergency leave of up to five (5) days with no loss of pay in the event of the death of the employee's parent, spouse, child, brother, sister, mother-in-law, father-in-law, or other member of the immediate household, upon notification of the appropriate Dean and/or Director.

(b) If an employee is absent from work because of an event not covered by some other leave policy and wishes to have such absence declared an emergency, the employee may make application to the Personnel Supervisor, stating the nature of the emergency and requesting that he/she suffer no loss of pay because of it. The Director of Personnel shall make a recommendation to the President or his designee on such requests. The President or his designee may grant such a request at his discretion. If the emergency extends beyond five days, instructors may be required to pay for a substitute for the additional days. Emergency leave can only be used after personal leave has been exhausted.

4. Jury Duty. Faculty members who are summoned to court to perform jury duty or who are subpoenaed to attend court to testify in matters in which they have no personal or pecuniary interest shall suffer no loss of salary.

5. Parental Leave. A faculty member may request from the Board, a parental leave without pay for a period not to exceed two (2) years from the birth of the child. Insofar as possible parental leave shall commence with the beginning of the fall or spring term. A faculty member on a parental leave shall make their intention to return to work known to the President of the College, in writing, no later than three (3) months before the end of their leave. At such time, the appropriate Dean and/or Director in cooperation with the appropriate Supervisor will make a reasonable attempt to verify a desire to return or resign. A faculty member returning from such leave shall return only at the beginning of fall or spring term.

Parental leave shall not be considered a break in continuous service, provided, however, the period of absence on such leave shall be excluded in computing the necessary period of time for tenure. The group insurance program provided for full-time faculty members pursuant to this Agreement, shall be continued for a period of up to one (1) year while on parental leave.

6. Faculty Leave of Absence. The Board may grant a faculty member's request for a leave of absence without salary for a period not to exceed one year for purposes of recuperating from ill health, study, or other purposes related to the faculty member's professional responsibilities and growth. If the Board approves such a leave, the faculty member shall receive credit for an equivalent amount of time on the salary schedule and the faculty member may continue to be covered by the College's group insurance program if he/she pays the full cost during such a leave.

Credit may be granted in SURS for the period of said leave not in excess of one year, provided the member returns to his/her position following expiration of the leave, i.e., the faculty member resumes regular full-time employment for which contributions are required and provided the faculty member makes the required payment. If such credit is desired, the faculty member shall initiate the application and shall submit an affidavit to SURS.

A request for a leave of absence pursuant to this subsection shall be submitted in writing to the appropriate College Vice President at least two (2) months in advance, stating the dates and the reason for the request.

7. Sabbatical Leave of Absence. Tenured academic personnel at the end of each period of six (6) or more years of continuous service since June 30, 1958 in Illinois Community College District 515 may apply for a sabbatical leave of absence for a period of time not in excess of one year. The Board in its discreation shall determine whether or not to grant a request for sabbatical leave and in considering a request for such a leave shall be guided by the following:

(a) Eligible faculty members covered by this Agreement may submit to the President not later than February 1 of the year preceding the requested leave, a request in writing for such leave and a detailed plan for study or educational travel. If approved by the Board, the leave shall be conditional upon a plan for resident study, research, travel, or other activities proposed by the applicant and deemed by the Board to benefit the College, which plan must be approved by the Board and not thereafter modified without the approval of the Board.

(b) Applications shall be considered in the order in which they are received, but the Board need not be bound to be guided alone by such order.

(c) Not more than three percent of the total number of academic personnel may be granted leave under this plan in any semester.

(d) Those granted sabbatical leave shall continue in the employment of the College district during such leave of absence and shall receive an amount of salary equal to one-half of his scheduled salary for the period of leave.

(e) Before a leave is granted pursuant to this section, the applicant shall agree in writing and/or provide an assurance bond, if requested that if, at the expiration of such leave, he does not return to and perform contractual continued service in the district for at least two academic years after his return, all sums of money received from the Board during his sabbatical leave will be refunded to the Board unless such return and performance is prevented by evidence of illness or incapacity satisfactory to the Board.

(f) The person on leave shall not engage in any activity for which salary or compensation is paid unless the activity is directly related to the purpose for which the leave is granted and is approved in advance by the Board. A sabbatical leave may be granted to enable the applicant, if otherwise eligible, to accept scholarships for study or research. Unless justified by illness or incapacity, failure of any person granted a leave under this section to devote the entire period to the purposes for which the leave was granted shall render him liable to the forfeiture of an appropriate part of the funds and benefits allotted for that leave.

(g) Upon expiration of a leave granted pursuant to this section, and upon presentation of evidence satisfactory to the Board showing compliance with the conditions of the leave, the faculty member shall be returned, if possible, to a position equivalent to that formerly occupied. The contractural continued service status of the personal on sabbatical leave shall not be affected.

(h) Absence during a leave granted pursuant to this section shall not be construed as a discontinuance of service for any purpose, including progression on the salary schedule if one is in effect in the district. The Board shall pick up and pay the contribution to the SURS required of the person on leave out of his/her salary for the period of the leave computed on the salary of such person for the year immediately prior to the leave.

(i) This section in no way limits the power of the Board to grant leaves for other purposes.

Section 4.23. Compensation for Coordinators. (1) Coordinators will be appointed by the appropriate Dean and/or Director and approved by the Vice President of Instruction. Compensation for Coordinators shall be on the basis of equalized semester credit hours overload. Compensation shall be calculated by multiplying the appropriate rate times the amount of the total equalized credit hour assignment. Assignment of hours for compensation for future Coordinators shall be based on the following criteria:

(1) number of students in discipline/program area
(2) number of advisory committees
(3) amount of budget for area
(4) number of full and part-time faculty and staff
(5) amount and maintenance of equipment in area
(6) responsibilities to outside agencies

All Coordinators shall be assigned a minimum of one equalized semester credit hour overload per discipline/program area per semester. Full-time faculty members as defined shall be notified of the availability of Coordinator positions.

(2) Non-teaching faculty Coordinators shall be appointed by the appropriate Vice President. When that administrator decides that said position requires additional time above the Coordinator's normal work load, the Coordinator will be compensated at the hourly equivalent of that person's E-day rate as follows:

.0036 x base salary divided by 7

Section 4.24. Summer School Guarantee. If a faculty member is scheduled to teach a course in the summer session which had been offered and completed in the two immediately preceding summer sessions and said course is cancelled and said faculty member has no other summer session teaching assignment, he will be assigned to another course he is qualified to teach or to administrative research, curriculum development, or comparable responsibilities, provided, however, that faculty members covered by this Agreement shall not be displaced as the result of any alternative course assignment. A faculty member so assigned shall be paid according to the current summer session pay schedule for the course that was cancelled if he accepts said alternative assignment. Acceptance of an alternative assignment as herein provided shall be at the discretion of the faculty member involved.

Section 4.25. Summer School Stipend. Effective summer session 1988, and summer session 1989, each full-time faculty member who teaches two or more equalized semester hours during the summer session will be paid a stipend of $475 to compensate for incidental activities performed in relation to the academic year.

Section 4.26. Overload Stipend. Any faculty member who teaches one equalized credit hour above 15 during the fall or spring semester shall receive an overload incentive stipend of $230 per semester. Any faculty member who teaches two or more equalized credit hours above 15 during the fall or spring semester shall receive an overload incentive stipend of $350 per semester. These stipends are for 1987-1988 and 1988-1989.

Section 4.27. Class Size. Capacity of class size shall be determined by the Vice President of Instructional Services. Class size limitations shall not exceed numbers on Course Limit Master List (August, 1987) unless agreed by the faculty member involved.

Notwithstanding anything to the contrary in the foregoing paragraph, the Vice President of Instructional Services, in recognition of normal attrition rates and to provide greater flexibility, may add an additional three (3) students as overrides to class size limits. In approving overrides the Vice President of Instructional Services shall endeavor to distribute such overrides equitably.

For the purposes of this section, the total number of students in any class shall be determined at the close of the schedule changes period.

Section 4.28. Elimination of Previously Established Programs. Prior to making the final decision with respect to the elimination of a previously established program that has been in existence for at least three years, faculty members that would be directly affected by the elimination of such a program shall have the right to make a presentation to a review committee composed of the College President, the appropriate Vice President, a Board member designated by the Chairman of the Board, and where applicable, the Chairman of the Citizen's Advisory Board. The term "program" as used in this section shall mean a program approved by the Illinois Community College Board leading to a certificate, A.A., A.S., and A.A.S. and appearing in the Prairie State College catalog. It is specifically understood that the right to decide whether a given program shall be continued or eliminated rests with the Board.

Section 4.29. Tuition Waiver. Full-time faculty members may enroll in credit courses and programs offered by the college on a tuition waiver basis once per course. Spouses and unemancipated children of full-time faculty members will receive a waiver equal to one-half the in-district tuition, registration and support fees. On or before the last day of late registration, the faculty member, their spouse, or unemancipated children must complete a Tuition Waiver Request Form and submit same to the Financial Aid Office. If a passing grade

(A,B,C,D,I) is not listed on the final grade sheet by the time of submission, tuition and fee payments will be recovered by the College through payroll deductions spread over the following semester. A faculty member will be considered responsible for the non-completion of a course by their spouse or unemancipated children.

For purposes of this section only, all persons eligible to receive Tuition Waivers shall be considered in-district residents.

Section 4.30. Cooperatives. During the term of this Agreement, no cooperative between Prairie State College and any other Community College District involving an existing course, or discipline/program area will be established without written notification to the Union prior to reaching an administrative decision. The College President and/or his designated representative(s) shall meet with the designated representative of the Union and a representative of the appropriate discipline/program area if the proposed cooperative involves specific courses to discuss in good faith whatever proposals the Union might have concerning this matter. Written proposals, if any, of the Union and/or the discipline/program area representative shall be forwarded to the Board along with the recommendations of the President.

Section 4.31. Layoff Procedure. The reduction in force of faculty members shall be in accordance with the provisions of Chapter 122, Section 103-B5, Illinois Revised Statutes, and Section 4.8 of this Agreement.

Section 4.32. Termination of Seniority. Seniority shall be terminated if the faculty member:

(1) quits or resigns;

(2) is terminated in accordance with the provisions of this Agreement;

(3) retires or is retired;

(4) is laid off for a period of 24 months from the beginning of the school year for which the faculty member was dismissed;

(5) fails to respond to notification of recall within two weeks after receipt of such notification. Notification of recall of a faculty member shall be by registered mail addressed to the most recent address provided by the faculty member. It shall be the responsibility of the faculty members laid off to advise the Office of the President in writing of their latest address;

(6) fails to return from an approved leave of absence at its expiration.

Section 4.33. Extended Day Stipend. Any full-time faculty member who teaches a class which begins after four o'clock or on a Saturday will be paid an extended day stipend of $147 per semester.

Section 4.34. Early Retirement. At the sole discretion and upon the approval of the Board of Trustees a faculty member may be permitted to participate in the Early Retirement Plan prior to reaching the age of 65 in accordance with the following conditions:

(1) To be eligible, a faculty member must have at least fifteen (15) years of seniority as defined by Section 4.7 of this Agreement and must be at least 55 years of age and be no older than 64 years of age as of June 30th of the year in which the faculty member requests to participate in the Plan. A faculty member who wishes to participate in the Plan, must notify the President in writing of their intention on or before January 1 of that year.

(2) Early retirement compensation will be at the rate of 1/5 of the participant's base salary for the last year of full-time teaching. Payments will be made monthly for a maximum of five (5) consecutive years, provided that no payment will be made after the completion of the academic year in which the participant reaches their 65th birthday. The faculty member who will retire under both the college early retirement plan and SURS early retirement will have the option of receiving, during the first month of retirement, an interest free loan from the College in an amount equal to the first year's total payment. Said loan will be repaid by depositing a power of attorney with the business office that allows for repayment from the retirement compensation checks that will be issued during the first year.

(3) Upon the death or permanent disability of the participant, all compensation payments will cease and the Board will have no further obligation to the participants or their beneficiary; except that upon death of the participant, the designated beneficiary of the participant (or if no beneficiary is designated, then the participant's estate) will receive the balance of the early retirement compensation, if any, for the year in question.

(4) Participants will be allowed to enroll in the College group hospitalization insurance plan on the same basis as a full-time faculty member so long as the insurance company writing coverage continues to approve such participation. The retiree will be responsible for paying the full amount of the premium applicable to the particular coverage.

(5) Participants will render mutually agreed upon appropriate services to the College during the period of early retirement. Such services shall not be inappropriate solely because they are rendered off campus.

Section 4.35. Due Process.

(1) No faculty member shall be disciplined without just cause. The concept of just cause shall include the appropriateness of the disciplinary penalty imposed.

(2) Absent emergency circumstances, the appropriate administrator shall meet with the affected faculty member before taking disciplinary action. At such meeting the affected faculty member shall be advised of the reason or reasons for the contemplated disciplinary action. If during such a meeting a faculty member requests additional time within which to respond to the matter, the meeting shall be adjourned, provided it shall be reconvened in not less than two days thereafter. The faculty member shall have the right of Union representation at such reconvened meeting.

(3) If disciplinary action is taken, the faculty member will have an opportunity to submit a written rebuttal and such shall become part of the faculty member's personnel file upon request.

(4) If the disciplinary action involves a suspension without pay, the faculty member has the right to appeal said action to the Board of Trustees in accordance with the applicable Board policy or through the grievance and arbitration procedure set forth in Article VII of this Agreement. The faculty member's election remedy shall be final and binding on the faculty member and shall constitute a waiver of his/her right to pursue the remedy not elected. Notwithstanding the foregoing, disciplinary action other than a dismissal or termination may be appealed in accordance with the grievance and arbitration procedure set forth in Article VII of this Agreement.

(5) The grievance and arbitration procedure set forth in this Agreement shall not be applicable to termination of tenured faculty members for cause.

(6) The non-renewal of a probationary faculty member's contract or a decision to reduce the number of faculty members employed by the Board shall not be considered disciplinary action for the purposes of this Article.

Section 4.36. Fair Share. Employees covered by union agreement shall be required to maintain membership in the Union or to pay, in lieu of dues, a fair share fee consisting of their proportionate share of the collective bargaining process, contract administration and pursuit of matters affecting wages, hours and other conditions of employment. The amount of the fee shall be certified to the Board by the Union, and fair share deductions shall be made at the same time and in the same manner as dues check-off deductions under Section 2.2.

Should any employee object to paying a fair share fee to the Union based upon bona fide religious tenets or teaching of a church or religious body of which such employee is a member, an amount equal to the employee's fair share shall be paid to a non-religious charitable organization from a list of charitable organizations approved by the Illinois State Educational Labor Relations Board or to the Prairie State College Foundation. The Union shall certify to the Board the charitable organization to which such payments are to be made, or the employee may elect to make such payments directly to the designated organization, provided that written receipts evidencing payments are supplied to the Union on a monthly basis.

This section becomes effective with the first faculty report day of the 1988-89 academic year.

ARTICLE V

Salary and Rate of Pay

Section 5.1. Overload. Overloads will be paid at the rate of $272 per equalized semester hour (includes 8% pension pick up).

Section 5.2. Full-time Academic Salary Schedules. (1) For the period August 17, 1987 through the end of the summer session 1988, all faculty members shall be paid on the basis of their placement on the Compensation and Basic Salary Schedule attached as Appendix C.

For the 1988-89 academic year through the end of the summer session, 1989, all full-time faculty members shall be paid on the basis of their placement on the Compensation and Basic Salary Schedule attached as Appendix D.

(2) In addition to the amounts referenced above, all full-time faculty members who remain employed for the whole academic year shall receive a Procentive payment, as applicable. Procentive shall be paid for each year (Summer, 87; Fall 87; and Spring 88 = year 1 -- Summer, 88; Fall 88; and Spring 89 = year 2) in which the total apportionable credit hours for the College exceeds those recorded during the Summer, 1986 - Spring, 1987 academic year. The applicable benchmark level shall be 66,916 apportionable credit hours. This figure is computed by adding summer, fall and spring apportionment claims.

BASE YEAR CALCULATION

Summer session	8,136
Fall semester	29,584
Spring semester	29,196

Total FY 87 Apportionable Hours - 66,916

Procentive payments will be paid each full-time faculty member at a rate of 5¢ per apportionable credit hour of increase. Appropriate procentive payments shall be paid by June 30, in applicable years.

Section 5.3. Pension Pick-Up. The Board shall continue to pay the faculty member's 8% contribution to the State Universities Retirement System (SURS) out of the faculty member's salary as set forth herein.

Section 5.4. E-Factor. If coordinators, counselors and librarians are employed beyond the academic year, a daily E factor of .0036 will be used in computing their salary as follows:

Number of days employed times
.0036 times base salary.

Section 5.5. Faculty Projects. Requests for extra compensation for development of new courses and/or new programs or other special assignments must be submitted through the appropriate coordinator, Dean and/or Director and then to the Vice President of Instructional Services. Requests must be accompanied with a rationale and be provided for in the budget.

Compensation for projects will be assigned on a unit basis, each unit carrying a value of $54, with a minimum project assignment of five units.

ARTICLE VI

Insurance

Section 6.1. Group Insurance. The group insurance program in effect on the date this Agreement is executed shall be provided for all full-time faculty covered by this Agreement. The Board will pay 75% of the cost of the College group insurance program for any full-time faculty members covered by this Agreement who have elected family coverage. As part of this program the Board will provide each full-time faculty member covered by this Agreement with $25,000 term life insurance.

The group long-term disability policy in effect on the date this Agreement is executed shall be continued for all eligible full-time faculty members covered by this Agreement at no cost to faculty members. Benefits under this policy are coordinated with any disability benefits the faculty member receives from SURS. A faculty member's eligibility for long-term disability benefits and the amount thereof, if any, shall be determined by the terms of said policy.

The Board retains the right to change insurance carriers or otherwise provide for coverage as long as the level of benefits remains substantially the same.

ARTICLE VII

Grievance Procedure

Section 7.1 Definition and Procedure. A grievance is a difference of opinion with respect to the meaning or application of the terms of this Agreement. Except as provided in Section 7.6, grievances shall be processed as follows:

STEP 1: Any faculty member covered by this Agreement who has a grievance shall submit it to the appropriate person who is designated for this purpose by the Board. The person designated for this purpose shall give his oral answer within three (3) school days after such presentation. In the event no such Dean or person is designated by the Board, such faculty member shall initiate his grievance at Step 2.

STEP 2: If the grievance is not settled in Step 1 and the faculty member wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing to the Vice President as designated by the Board, within three (3) school days after the designated person's answer in Step 1 and shall be signed by both the employee and the designated Union representative. The Vice President, or his representative, shall discuss the grievance within three (3) working days with the designated Union representative at a time mutually agreeable to the parties. If no settlement is reached, the Vice President, or his representative, shall give his written answer to the Union within three (3) school days following their meeting.

STEP 3: If the grievance is not settled in Step 2 and the Union desires to appeal, it shall be referred in writing by the Union to the President within three (3) school days after the Vice President's answer in Step 2. The President, or his representative, shall discuss the grievance within three (3) working days with the designated Union representative at a time mutually agreeable to the parties. If no settlement is reached, the President, or his representative, shall give his written answer to the Union within three (3) school days following their meeting.

Section 7.2. Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within fifteen (15) business days after receipt of the President's answer in Step 3. The parties shall attempt to agree upon an arbitrator within five (5) school days after receipt of the notice of referral and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the American Arbitration Association to submit a panel of five (5) arbitrators. Both the Board and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two names, the other party shall then strike two names. The remaining person shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the Board and the Union requesting that he set a time and place, subject to the availability of the Board and Union representatives.

Section 7.3. Authority of the Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him in writing by the Board and the Union and shall have no authority to make a recommendation on any other issue not so submitted to him. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the applicable laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his recommendation within thirty (30) days following close of the hearings or the submission of briefs by the parties, whichever is later. The recommendation shall be based solely upon his interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The recommendation of the arbitrator shall be final and binding.

If the arbitrator finds that a violation of the contract occurred and proposes a remedy, said remedy shall not be retroactive in its effects earlier than 60 days preceding the filing of the grievance.

Section 7.4. Expenses of Arbitration. The fees and expenses of the arbitrator and the cost of written transcript shall be divided equally between the Board and the Union; provided, however, that each party shall be responsible for compensating its own representatives or witnesses.

Section 7.5. Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted within 30 days after the last asserted violation of the Agreement giving rise to the grievance.

Section 7.6. Union Grievances. The Union shall have the right to use the grievance procedure starting at Step 1 or Step 2 and as defined in Section 7.1. Union grievances fall into the following two categories:

(1) Those alleged violations of this Agreement relating directly to Union rights;

(2) Those that relate to classes of full-time faculty members.

Section 7.7. Non-Precedential Settlement. A grievance may be withdrawn or settled by the mutual consent of the parties without precedent.

Section 7.8. Mediation of Grievances. If the Union has referred in timely fashion a grievance to arbitration, the parties may jointly agree to submit the grievance to mediation in lieu of arbitration in accordance with the following provisions:

(a) Mediation of a grievance will be scheduled only on the basis of joint request for mediation by the Union and the Board made within five (5) school days after the Union has referred the grievance to arbitration, unless the parties mutually otherwise agree in writing.

(b) The mediator shall be ______________________________.

(c) One representative for each party shall present its position to the mediator, provided that the grievant shall have the right to be present at the mediation conference.

(d) The parties' representatives may, but are not required to, present the mediator with a brief written statement of the facts, the issue, and the arguments in support of their position. If such a statement is not presented in written form, it shall be presented orally at the beginning of the mediation conference.

(e) Proceedings before the mediator shall be informal in nature. The rules of evidence will not apply and no record of the mediation conference shall be made.

(f) The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of a grievance.

(g) If no settlement is reached during the mediation conference, the mediator shall provide the parties with an immediate oral advisory decision which shall include the basis thereof, unless both parties agree that no such decision should be provided.

(h) The mediator's advisory decision, if accepted by both parties, shall not constitute a precedent, unless both parties otherwise agree.

(i) If no settlement is reached at mediation, the Union is free to arbitrate the grievance, provided it advises the Board in writing within ten calendar days following the mediation conference.

(j) In the event a grievance which has been mediated goes to arbitration, the mediator may not serve as the arbitrator. Nothing said or done by the mediator may be referred to or introduced into evidence at the arbitration hearing and nothing said or done by either party in the mediation conference may be used against the other party in arbitration.

(k) The fees and expenses of the mediator shall be divided equally between the Board and the Union; provided however, that each party shall be responsible for compensating its own representatives.

ARTICLE VIII

Non-Interruption of Work

Neither the Union nor any of the faculty members covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of Prairie State College regardless of the reason for so doing. Any or all faculty members who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Board.

ARTICLE IX

Calendar

At least four weeks prior to the adoption of the academic calendar for the academic years (including summer sessions) by the Board, the College President or his designee will meet with the Union President or his designee to discuss and examine in good faith any suggested revisions that the Union may have regarding the structure, recesses, staff development days, and the holidays of the proposed calendar. The length of the academic year (*i.e.*, the fall and spring semesters) shall not exceed 173 working days and the number of student attendance days shall not exceed 153.

subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 10.3. The Board shall not change Faculty Policies 30.30 (Evaluation), 30.40 (Tenure Policy), 30.50 (Faculty discipline), 30.60 (Dismissal of Tenured Faculty Members for Cause), and 30.70 (Reduction in Number of Full-time Faculty Members) during the term of this Agreement without giving the Union at least (30) days advance notice and an opportunity to provide input before any changes in any of the foregoing policies are adopted.

Except as provided in Section 4.35(4), the foregoing Board policies shall not be subject to Article VII of this Agreement.

ARTICLE XI

Precedence of Agreement

If there is any direct conflict between the expressed terms of this Agreement and Board rules or its Policies and Procedures Manual, this Agreement shall take precedence.

ARTICLE XII

Savings

If any provision of this Agreement is subsequently declared by the proper legislature or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XIII

Definitions

Section 13.1. Faculty member. (a) The term "faculty member," as used herein, is construed to imply that the faculty member has a direct relationship with the student in a professional situation, and hence is specifically defined as anyone employed full-time by the College as an assigned instructor, coordinator, librarian or counselor.

(b) A person who has been assigned to teach 10 or more equalized hours for each semester of an academic year and is scheduled to teach 10 or more hours in the fall semester immediately following this academic year shall be considered a full-time faculty member as defined in (a) above.

Section 13.2. Union. The term "Union," as used herein, shall mean the Prairie State College Federation of Teachers, Local 3816, AFT, AFL-CIO.

Section 13.3. End of Term. Each semester includes a week of registration and related activities and a final exam week. End of term period is defined as the days the College is in session subsequent to the last day of classes and including the last day of the semester.

Section 13.4. Gender of Words. The masculine gender as used herein shall be deemed to include the feminine gender, unless in the context of the provision(s) concerned, the feminine gender is clearly inappropriate.

Section 13.5. Discipline/Program Area. The use of Discipline/Program Area shall mean discrete academic discipline course areas (e.g., Mathematics, Psychology, English, Social Science, etc.), and career program courses (e.g., Nursing, Office Administration and Technology, Electronics Technology, etc.), and support services (e.g., counselors, LRC faculty, etc.).

ARTICLE XIV

Term of Agreement

This Agreement shall become effective August 17, 1987, and shall remain in full force and effect until the completion of the 1989 summer session.

IN WITNESS WHEREOF, the parties have hereunto set their hands this

________________ day of ________________, 1987.

BOARD OF COMMUNITY COLLEGE
DISTRICT NO. 515, COUNTIES
OF COOK AND WILL, STATE OF
ILLINOIS

By: ________________________
Its Chairman

By: ________________________
Its Secretary

PRAIRIE STATE COLLEGE FEDERATION
OF TEACHERS, LOCAL 3816, AFT
AFL-CIO

By: ________________________
Union President

By: ________________________
Union Negotiator

APPENDIX A

Side Letter

In order to facilitate the development of courses and in the spirit of cooperation, it is hereby agreed by the AFT Local 3816 and the Board of Trustees of Prairie State College that the 1.3, 1.5, 1.6, 1.7, 1.8 designation from the Program Classification System (PCS) Categories found in the ICCB Generic Course list (attached) will not be considered as extra work as defined in Section 4.10 of this Agreement.

A report of courses offered from the above categories shall be submitted to the President of Local 3816 by the end of Spring semester classes. This report shall consist of the courses offered, course titles, instructor's name, when offered and enrollment.

Prior to offering courses classified PCS 1.6 the discipline/program area will be contacted in the initial planning and development stages to allow the discipline/program area faculty the opportunity to become involved with these course offerings.

Full-time faculty who have developed courses for any of the above categories will be given priority in teaching assignments for those courses unless extenuating circumstances are present. In the event that a faculty member's load falls below the normal load from PCS categories 1.1, 1.2 and 1.4, then all the above categories shall be available to fill the normal load, subject to section 4.8.

APPENDIX A (con't)

ICCB Generic Course List

Description of Program Classification System (PCS) Categories

PCS 1.1 Academic (Pre-Baccalaureate and Occupational)

Courses in this category are the traditional academic courses equivalent to the first two years (lower-division) of baccalaureate study and the academic courses in occupational curricula.

PCS 1.2 Technical and Applied (Pre-Baccalaureate and Occupational)

Courses in this category are postsecondary technical or applied in nature. Although most courses are designed primarily for A.A.S. degree and occupational certificate programs, technical courses in certain fields (e.g., graphic arts, surveying, and child care) will transfer to appropriate baccalaureate degrees.

PCS 1.3 Community Education

Non-credit courses.

PCS 1.4 Remedial Education

Courses in this category are designed to remedy basic skill (e.g., reading, writing, speaking, and arithmetic) deficiencies of high school graduates. Course credit is non-transferable and does not count toward associate transfer degrees.

PCS 1.5 General Studies

Courses in this category are designed to meet individual student goals for personal improvement and self-understanding. Course credit is non-transferable and does not count toward associate degrees.

PCS 1.6 Vocational Skills

Courses in this category provide vocational skills training that is not part of occupational certificate or A.A.S. degree programs. Credit is non-transferable and does not count toward associate degrees.

PCS 1.7 Adult Basic Education

Courses in this category are designed to bring non-high school graduates to a competency of eighth-grade equivalency. Credit is non-transferable and does not count toward associate degrees.

PCS 1.8 Adult Secondary Education

Courses in this category are designed to bring non-high school graduates to a competency of twelfth-grade equivalency. Course credit is non-transferable and does not count toward associate degrees.

APPENDIX B

Side Letter

It is agreed that full-time faculty within a discipline/program area will be consulted in establishing qualifications to teach as outlined in Section 4.8 of this Agreement. It is further agreed that all full-time faculty who are now qualified by having taught specific courses within the past five (5) years will be considered qualified to teach those courses regardless of qualifications established by section 4.8.

APPENDIX C

1987-88 Salary Schedule

Year	A1	A	B	C	D	E	F	G
0	16,260	17,886	19,675	20,658	21,691	22,776	23,915	25,110
1	16,910	18,601	20,462	21,485	22,559	23,687	24,871	26,115
2	17,587	19,345	21,280	22,344	23,461	24,634	25,866	27,159
3	18,290	20,119	22,131	23,238	24,400	25,620	26,901	28,246
4	19,022	20,924	23,016	24,167	25,376	26,644	27,977	29,376
5	19,783	21,761	23,937	25,134	26,391	27,710	29,096	30,551
6	20,574	22,631	24,895	26,139	27,446	28,819	30,260	31,773
7	21,397	23,537	25,890	27,185	28,544	29,971	31,470	33,043
8	22,253	24,478	26,926	28,272	29,686	31,170	32,729	34,365
9	23,143	25,457	28,003	29,403	30,873	32,417	34,038	35,740
10	24,069	26,476	29,123	30,579	32,108	33,714	35,399	37,169
11	25,032	27,535	30,288	31,803	33,393	35,062	36,815	38,656
12			31,469	33,043	34,695	36,430	38,251	40,164
13			32,697	34,332	36,048	37,851	39,743	41,730
14			33,972	35,670	37,454	39,327	41,134	43,358
15			35,297	37,062	38,915	40,860	42,738	45,049

FACULTY CHANGES
(86-87 to 87-88)

A1 (14) - A1 (10)

A7 - A6
A8 - A7
A10 - A8
A11 - A9

B0 - B0
B4 - B2
B5 - B3
B7 - B5
B8 - B6
B10 - B7
B11 - B8
B13 - B9
B15 - B11
B16 - B11
B17 - B12

C5 - C3
C9 - C7
C11 - C8
C13 - C10
C14 - C10
C15 - C11
C16 - C11
C17 - C12
C19 - C14
C20 - C14

D6 - D4
D8 - D6
D14 - D10
D15 - D11
D17 - D12
D18 - D13
D19 - D14
D20 - D14

E17 - E12
E18 - E13
E19 - E13
E20 - E14

F11 - F8
F14 - F10
F17 - F12
F19 - F13
F20 - F14

G3 - G0
G9 - G6
G10 - G6
G12 - G8
G18 - G12
G20 - G13

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APPENDIX D

1988-89 Salary Schedule

Year	A1	A	B	C	D	E	F	G
0	16,260	17,886	19,675	20,658	21,691	22,776	23,915	25,110
1	16,910	18,601	20,462	21,485	22,559	23,687	24,871	26,115
2	17,587	19,345	21,280	22,344	23,461	24,634	25,866	27,159
3	18,290	20,119	22,131	23,238	24,400	25,620	26,901	28,246
4	19,022	20,924	23,016	24,167	25,376	26,644	27,977	29,376
5	19,783	21,761	23,937	25,134	26,391	27,710	29,096	30,551
6	20,574	22,631	24,895	26,139	27,446	28,819	30,260	31,773
7	21,397	23,537	25,890	27,185	28,544	29,971	31,470	33,043
8	22,253	24,478	26,926	28,272	29,686	31,170	32,729	34,365
9	23,143	25,457	28,003	29,403	30,873	32,417	34,038	35,740
10	24,069	26,476	29,123	30,579	32,108	33,714	35,399	37,169
11	25,032	27,535	30,288	31,803	33,393	35,062	36,815	38,656
12			31,500	33,075	34,728	36,465	38,288	40,202
13			32,760	34,398	36,118	37,923	39,820	41,811
14			34,070	35,774	37,562	39,440	41,412	43,483
15			35,433	37,204	39,065	41,018	43,069	45,222

APPENDIX E

Side Letter

It is hereby agreed by Local 3816 of the AFT, and the Board of Trustees of Prairie State College, that a committee consisting of membership from the faculty, supportive staff, exempt staff and administration be established in FY88 to review potential dental insurance plans in an effort to update the College's current insurance programs.

FIRST

The parties mutually agree that the purpose of the Review is to implement an elective employee-funded dental insurance program.

SECOND

The aforementioned Review is to commence upon signing of the collective bargaining agreements and be completed within ninety (90) days. At the discretion of the committee, completion of the Dental Insurance Review may exceed the ninety (90) day limitation.

THIRD

The Review shall be conducted by one (1) designee of the faculty union, one (1) designee of the supportive staff union, one (1) designee of the exempt staff, and one (1) designee of the administrative staff.

ENTERED INTO AT CHICAGO HEIGHTS, ILLINOIS, THIS JULY 28, 1987.

Prairie State College District 515	Prairie State College Local 3816, AFT

CONTRACTUAL AGREEMENT BEWTEEN

THE BOARD OF COMMUNITY COLLEGE DISTRICT NUMBER 506

AND

THE SAUK VALLEY COMMUNITY COLLEGE FACULTY ASSOCIATION

APPROVED:

April 22, 1987

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PREAMBLE

The Board of Community College District Number 506, Counties of Whiteside, Lee, Ogle, Henry, Bureau, and Carroll, State of Illinois, commonly known as the Board of Trustees of Sauk Valley Community College, hereinafter referred to as the "Board," and the Sauk Valley Community College Faculty Association, hereinafter referred to as the "Association," recognize that the aim of Sauk Valley Community College is to provide the best education and training possible for the residents of the Community College District and that the achievement of these educational objectives is a matter of mutual concern to the Board and the professional staff.

Because mutual understanding and cooperation between the Board and the professional instructional staff are required, the free and open exchange of views, as evidenced in good faith negotiations, is both necessary and desirable.

The Board recognizes that teaching is a profession requiring specialized educational qualifications, and both parties acknowledge the fact that the success of the educational program in the District depends in part upon the maximum utilization of the abilities of the professional instructional staff. As evidence of its acceptance of the professional rights and responsibilities of instructors, the Association has endorsed the Code of Ethics of the Education Profession as adopted by the 1975 Representative Assembly of the National Education Association. Both parties agree to comply with the Illinois Educational Labor Relations Act (HB-1530).

ARTICLE I

Recognition

1.1 The Board recognizes the Sauk Valley Community College Faculty Association as the sole negotiating agent for the faculty (Faculty is defined as full-time instructional staff including librarians, counselors, and audio-visual personnel who have regular full-time appointments approved by the Board of Trustees and who hold academic rank), in matters defined as negotiable in Article II, Section 2.3A, of this agreement. The Board agrees that faculty members shall have the right to organize, join, and assist the Association, and to participate in professional negotiations with the Board. It is specifically understood and agreed that the individuals excluded from the bargaining unit are the President, the Deans, the Directors, and their Assistants or Associates.

1.2 It is understood and agreed that there shall not be included in the Negotiating Unit any other individual whose duties are primarily administrative in nature or whose position requires him/her to evaluate the performance of employees and make recommendations with reference to dismissal, retention, or other matters dealing with the employees' continuing status. The Board specifically agrees not to negotiate with any other organization purporting to represent the bargaining unit as defined in Article I of this agreement for the duration of this Agreement, unless the Association is successfully challenged as provided in Article XXIV - Duration. Further, the Board agrees not to negotiate with any member of the Negotiating Unit individually during the duration of this Agreement on matters agreed upon herein.

1.3 The prohibition on negotiating with any member of the negotiating unit individually shall in no way be construed to limit the right of the Board, through its administrative offices, to negotiate the initial placement of any individual on the salary schedule.

1.4 Both parties agree that they shall not discriminate against any employee for joining or not joining and/or assisting the Association or the Board.

1.5 This recognition shall entitle the Association to organizational use of staff bulletin boards in the Library, payroll deduction of membership dues, if requested, intra-school mail service, and the use of College facilities for meetings, as governed by current Board policies.

1.6 Nothing herein shall require any member of the faculty to be a member of the Association.

1.7 It is recognized that the legal responsibility for the College is vested in the Board of Trustees. However, the Board agrees to participate in good faith negotiations as provided herein.

1.8 Nothing contained herein shall limit or restrict the Board's responsibility and authority to amend or adopt Board Policy as the Board in its discretion deems necessary, except that no Board policy shall be amended or adopted where the subject matter of such policy is the product of specific agreements between the parties hereto after negotiation and upon inclusion in this Agreement. Further, nothing contained herein shall prevent the Board from executing the legal responsibilities imposed upon it by law.

1.9 The faculty shall have made available to them, through the President's Office, a copy of the proposed official calendar prior to Board adoption.

ARTICLE II

Procedures

2.1 Obtaining Objectives:

A. The process provided for in this Agreement is dependent upon mutual understanding and cooperation. Representatives of the parties shall meet at reasonable times and places and negotiate in good faith to reach agreements on matters defined as negotiable in this Agreement.

B. The following concepts are inherent in the phrases "good faith negotiations":

1. Each group will deal with the chosen representatives of the other.

2. Each group will deal with the other honestly and in a bona-fide effort to reach agreement.

3. Each group will meet at reasonable times and places in order to facilitate negotiations.

4. A representative of each group will carry the necessary authority to make proposals and counter-proposals, to compromise, and to make agreements subject to final ratification.

5. Each party to this agreement recognizes that the making of a proposal does not necessarily require a counter-proposal from the opposite party.

C. The Board agrees that it will not knowingly deprive any faculty member of his/her rights under the laws of the State of Illinois or the Constitution of the State of Illinois or of the Constitution of the United States.

2.2 Representation:

A. Members of the negotiating team shall be three (3) in number for each team unless the number is changed by mutual consent. Members of the negotiating team for the Board shall be confined to members of the Board of Trustees and/or regularly employed members of the professional college staff (excluding the President of the College). Members of the negotiating team for the Association shall be confined to members of the Association. By mutual agreement other authorized representatives of the Association and the Board may be present at the bargaining table. Subject to these limitations, neither party will attempt to exert any control over the other party's selection of its representatives.

B. Negotiating sessions shall be closed; however, the negotiating teams shall have the right to utilize the services of consultants in the deliberations and may call upon competent professional and lay representatives to consider the matter under discussion and, with the permission of the other group, to make suggestions and observations to the participants assembled.

C. Costs of consultants chosen by either party shall be paid by that party. The costs for the mediator, the fact-finder, or any costs incidental to the mediation and fact-finding procedures as hereinafter provided for shall be shared equally by the Board and the Association.

2.3 Subject of Negotiations:

A. The Association and the Board agree that negotiations in good faith will encompass the following items:

1. Negotiation Procedures
2. Grievance Procedures
3. Matters affecting wages, hours, and other terms and conditions of employment
4. Other mutually agreed upon matters

2.4 Date for Initiating Negotiations:

Negotiations for a new agreement shall begin not later than March 1 nor prior to February 15 of the year in which this agreement is to terminate.

2.5 Directing Requests:

A. Requests from the Association for meetings of the negotiating teams shall be made in writing directly to the Chairman of the Board. Requests from the Board shall be made in writing directly to the President of the Association. Requests shall be accompanied by an agenda of the items to be considered. Within ten days of the date of mailing the request, a mutually convenient time and place for a meeting shall be established. The meeting shall take place within fifteen (15) days after the mailing of the request.

B. Additional meetings may be agreed upon by the negotiating teams to enable them to complete consideration of agenda items. Every effort shall be made to schedule meetings so as to avoid conflicts with college duties of Association representatives or with the duties or responsibilities of the Board's representatives.

2.6 Exchange of Information:

The Association shall be furnished, on request of its President or its duly authorized representatives, all regularly and routinely prepared information concerning the financial condition of the College, including annual financial audit and tentative adopted budget. In addition, the Board and Administration will grant the reasonable requests of the President or of the duly authorized representatives of the Association for any other readily available and pertinent information which may be relevant to negotiations and/or grievances. Nothing herein shall require the central administrative staff or members of the bargaining unit to research and assemble information. The Association shall furnish copies of pertinent information as reasonably requested by the Chairman of the Board or its duly authorized representatives.

ARTICLE III

Agreement

3.1 When tentative agreement is reached on all matters being negotiated, it shall be reduced to writing and submitted to the Association membership and the full Board of the college for ratification. It shall be signed by the Chairman or President and the Secretary of the respective parties. This Agreement shall be a part of and incorporated by this reference in the individual contract or statement of conditions of service submitted to employees, and said individual contract shall contain no provisions contrary to the provisions of this Agreement. The Agreement shall not discriminate against any member of the negotiating unit, regardless of membership or non-membership in the Association.

3.2 Copies of the ratified Agreement shall be available to all members of the bargaining unit, and one-dozen (12) copies will be delivered to the President of the Faculty Association.

ARTICLE IV

Appeal Procedures

4.1 If agreement is not reached on all items within sixty (60) calendar days of commencement of negotiations, either party may declare that an impasse has been reached and call for the appointment of a mediator by the Federal Mediation and Conciliation Service. A written request for mediation by one party shall be considered a joint request for mediation, and the other party shall join in the request.

4.2 Mediation:

The mediator shall meet with the parties or their representatives, either jointly or separately, and shall take such other steps as he/she may deem appropriate in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement, provided that the mediator shall not make findings of fact or recommend terms of settlement without the consent of the parties. If findings of fact or recommendations are made, they shall not be made public without the written consent of both parties.

4.3 Fact Finding:

A. If agreement cannot be reached through the mediation process within twenty (20) calendar days from the date of selection of a mediator, a fact-finder shall be requested from the American Arbitration Association. The procedures specified in the American Arbitration Association Voluntary Labor Arbitration Rules shall be used to select a fact-finder, provided that the fact-finder shall not be the same person used as a mediator.

B. Within 10 days after his/her selection, the fact-finder shall meet with the parties or their representatives, or both, either jointly or separately, make inquiries and investigations, hold hearings, and take other steps as he/she deems appropriate. The Board and the Association shall furnish the fact-finder, upon request, all records, papers, and information in their possession relating to any matter under investigation by or at issue before the fact-finder.

C. If the dispute is not settled prior thereto, the fact-finder shall make findings of fact and recommend terms of settlement, which recommendations shall be advisory only, within 30 days after his selection. Any finding of fact and recommended terms of settlement shall be submitted in writing to both parties.

D. Within 10 days after receipt of the written report, both parties must notify the fact-finder, in writing, of their decision. If the written report is not accepted, the reasons for non-acceptance must be included in the response. If no agreement is reached within 10 days after receipt of the written report, the responses will be added to the written report, and copies will be released to the public.

ARTICLE V

No-Strike Clause

5.1 The Association agrees that neither it nor its members will authorize or take part in any strike against Sauk Valley Community College during the life of this agreement.

5.2 The Association agrees not to support or encourage any concentrated refusal to render full and complete service to Sauk Valley Community College in accordance with and during the life of this agreement.

ARTICLE VI

Faculty Personnel Policies

6.1 Basis for Personnel Policies:

A. Establishment of these policies is the legal responsibility of the governing Board of Sauk Valley Community College in accordance with provisions of H.B. 1710, 74th Illinois General Assembly.

B. The intent of these personnel policies is to insure the selection and maintenance of a highly qualified staff capable of conducting a comprehensive community college program which will warrant national recognition and meet the following standards:

1. Illinois Community College Board, Manual of Policies, Procedures, and Guidelines.
2. The regional and national accreditation standards for higher education in general and for community colleges in particular.
3. The requirements of such other governing or regulatory agencies from which the college must seek approval for programs and/or funds.

6.2 Workload:

A. Workload for the full-time teaching staff for the academic year shall be assigned by the appropriate Dean in accordance with the needs of the College. Workloads up through 32 semester hours without overload compensation may be assigned for the academic year. Credit hours for workload will be determined allowing 1 credit hour for each lecture hour and .75 credit hour for each laboratory hour. Faculty will not receive equated credit hours for workload assumed or supervised by para-professionals/instructional aides. Those faculty who have special duties or responsibilities within the College assigned by their respective Deans may be given released time for their workload. Faculty members shall maintain at least five (5) office hours per week per semester.

B. Overload will be determined on the basis of the assignment for the academic year, i.e., the fall semester plus the spring semester. Overload compensation shall be paid for all teaching assignments in excess of 32 semester hours for the academic year. Any faculty member may have the option of accepting or refusing an overload of more than 1 semester hour.

C. The College will pay a flat $100.00 per semester for each night on which classes are assigned in excess of two (2) nights per week. Night classes are defined as classes which start at 4:00 p.m. or after. Day classes that begin before 8:00 a.m. and Saturday and Sunday classes shall count the same as night classes for purposes of this calculation.

D. Workload for full-time faculty (other than full-time teaching staff) eligible for membership in the Sauk Valley Community College Faculty Association shall be 37 hours per week. Any instructional duties assigned will be on an overload basis, with the exception of counselors teaching Student Development classes (e.g., Psychology 100), as part of their 37 hours per week. Instructional duties for the counselors shall be assigned on the basis of two (2) hours released time for a one (1) semester credit hour course taught.

E. A community service course is defined, for the purposes of this contract to be any course that cannot be used as a transfer course and cannot be applied toward any Associate Degree or Certificate offered by the College. An extension course is defined to be any off campus course that can be used for transfer purposes or can be applied toward an Associate Degree or Certificate. Selection and assignment of faculty members within this program is the responsibility of the Assistant Dean of Allied Health and Community and Extended Services, based upon consultation with the faculty member's appropriate Dean. Teaching assignments of extension courses taught in the community service program may be considered part of the faculty's normal workload. Full-time faculty members may volunteer to teach both community service and extension courses. Those full-time faculty members assigned in the community service program shall accomplish their instruction during the regularly scheduled fall and spring semesters. Faculty teaching community service courses beyond their normal workload shall be reimbursed at the same rate as they would be paid for overload.

F. Full-time faculty shall be reimbursed for off-campus travel at the current college rate for travel to and from courses that are taught as part of regular load/overload.

ARTICLE VII

Faculty Tenure Policy

7.1 Tenure Definition:

Tenure is hereby defined as the continued contractual appointment to a professional position of employment at Sauk Valley Community College. Tenure, as defined in this Agreement, applies to all full-time faculty members who are eligible for membership in the bargaining unit. Tenure is not related to a specific position; however, any faculty member having the status of tenure whose position is changed must be classified and paid for the new position at not less than the highest level of classification commensurate with his/her academic credentials and experience.

7.2 Tenure Schedule:

Faculty members shall initially be appointed for no longer than one year. Such appointments must be reviewed annually, and eligibility for tenure will be based upon completion of 3 years of full-time professional service at Sauk Valley Community College. Service started prior to January 1 will count as a full year. Service started subsequent to January 1 will not count toward tenure. Tenure is effective with the beginning of the academic year following approval by the Board of Trustees. Prior to tenure, if the employee is not to be re-employed at the end of his/her contract, he/she shall be given, not later than March 15 of the contract year, written notice, from the President, of the Board's decision not to re-employ him/her. If a faculty member is a temporary or term employee and is offered an appointment for the coming academic year, he/she must notify the college of his/her intentions to accept or to reject the offer not later than April 1, or within fourteen (14) days of receiving the offer, whichever is later. A tenured faculty member planning to resign shall notify the college at the earliest possible date, preferably no later than May 31.

7.3 Approval Procedure:

Tenure will be granted upon recommendation of the President of the College with specific Board approval required in each individual case. Additional probationary years may be approved by the President upon recommendation of the appropriate Dean. Such additional probationary years must be based upon the need for the faculty member to complete additional credential requirements related to his/her specific job function, and shall not relate to competency in the classroom. In such cases, the President shall notify the Board and the individual concerned, in writing, of the specific reasons for the additional year of probation, as well as the requirements to be fulfilled during that year.

7.4 Dismissal for Cause:

Any one of the following shall be considered adequate cause for suspension and possible termination of tenured staff:

A. Inadequate performance of duties

B. Willful and continuous neglect of duties

C. Unprofessional conduct

D. Violation of official college policies

E. Moral turpitude

F. Unjustifiable insubordination

G. Physical or mental incapacity

7.5 Other Reasons for Termination:

A. Age: Tenure shall expire automatically and without notice upon completion of the contract year in which the 70th birthday of a tenured staff member occurs. Employment after 70, if any, shall be on either a temporary or an annual contract basis.

B. Budget or Program Retrenchment: The services of any member of the faculty may be terminated in the event of the need for financial or program retrenchment.

1. Members of the department in which the retrenchment is being considered shall be consulted in a department meeting held no later than 30 days prior to any Board action on the retrenchment.
2. Within 14 days after said meeting, representatives elected from the affected department shall file with the President the opinions of said department.
3. The President will forward the department's opinion to the Board prior to any Board action on the matter.
4. Notification of termination shall be given as soon as the need for retrenchment is apparent, but, in any case, not later than February 1 of the contract year. Termination shall be made at the end of the contract year.
5. Employees affected shall be given five (5) school days advance notice before the Board acts on administrative recommendations on the above.

In the event that staff retrenchment is indicated by the Board, to the maximum extent possible, except where program continuation comes under jeopardy, seniority shall be given the greatest weight in all matters involving a reduction in force. In addition to seniority, the Board shall judge the employees affected on the basis of demonstrated instructional proficiency (including evaluation procedures), and educational training and background. Where these other factors are relatively equal, seniority shall prevail.

Seniority shall be defined as years of continuous full-time service (including approved leaves of absence) at Sauk Valley Community College, beginning with the date of Board approval of initial contract.

7.6 Positions which have been vacated for program or budget retrenchment shall not be filled within two years. Should course offerings become available in the area of retrenchment, said offerings must first be offered to the retrenched person. The retrenched employee must notify the College of his/her intent to accept the position within 14 calendar days after the receipt of offer.

7.7 The College will pay the individual covered under this contract $500 plus $100 for each academic year of services to the institution should said individual be terminated for program or budget retrenchment.

7.8 During his/her final semester of employment, the individual to be retrenched will be provided three hours of released time.

ARTICLE VIII

Academic Freedom

8.1 It is the policy of Sauk Valley Community College to maintain and encourage an atmosphere of freedom in teaching commensurate with the responsibility which each instructor must assume. The College believes that creative scholarship can thrive only in a wholesome atmosphere in which there is freedom for examination of ideas. Such freedom includes the right to investigate problems and to evaluate and question accepted theories. It carries with it the responsibility to offer alternative solutions in an unbiased manner and to develop in students the habit of independent investigation.

8.2 The protection of the prerogatives of academic freedom requires a conscientious, responsible staff. Specifically, each faculty member should uphold the dignity of the College in all his/her activities; set for students an example of integrity, tolerance, and decency; and maintain high standards of scholarship and personal conduct.

ARTICLE IX

Criteria for Placement and Promotion of Professional Staff

9.1 All faculty shall have academic rank.

9.2 Specific Minimum Requirements for Placement of Instructional Staff:

A. The instructional staff is classified into five groups:

1. Assistant Instructor
2. Instructor
3. Assistant Professor
4. Associate Professor
5. Professor

9.3 Initial appointments are made in accordance with the following guides for employment at the various ranks. Appointments are made on an individual basis and depend upon personal qualifications as well as education and experience. One year of credit is given for each two years of clinical and work experience in determining placement on the schedule.

A. Assistant Instructor: A certificate or diploma from a vocational, technical, or other training school in the field of specialization. Program of preparation should be the equivalent of two years of post high school education. This rank may also be assigned to an appointee who holds a bachelor's degree and is working toward a master's degree in the field of teaching specialization or a master's degree with a graduate major in the teaching subject field.

B. Instructor: A master's degree in the field of specialization, or a master's degree with a graduate major in the teaching subject field. In those fields in which a graduate degree is not available, the following alternatives may be considered:

1. A bachelor's degree and 30 semester hours of graduate credit, or
2. A total of 150 semester hours of college credit.

In all cases, the preparation should include the equivalent of an undergraduate major and appropriate graduate courses in the field of specialization.

C. Assistant Professor: A master's degree in the field of specialization or a master's degree with a graduate major in the subject field and four years of related professional experience; or a doctorate degree in the field of specialization and less than four years of related professional experience. In those fields in which a graduate degree is not available, the following alternatives may be considered:

1. A bachelor's degree and 30 semester hours of graduate credit, or
2. A total of 150 semester hours of college credit.

In all cases, the preparation should include the equivalent of an undergraduate major and appropriate graduate courses in the field of specialization.

D. Associate Professor: A master's degree in the field of specialization or a master's degree with a graduate major in the teaching subject field and 30 hours of approved graduate credit, and eight years of related professional experience, at least two of which shall be successful college teaching, or a doctor's degree in the field of specialization, and six years of related professional experience, at least two of which shall be successful college teaching.

In those fields in which a graduate degree is not available, the following alternatives may be considered:

1. A bachelor's degree and 60 semester hours of graduate credit, or
2. A total of 180 semester hours of college credit.

In all cases, preparation should include the equivalent of an undergraduate major and appropriate graduate courses in the field of specialization.

E. Professor: A doctor's degree in the field of specialization, or a master's degree in the field of specialization or a master's degree with a graduate major in the teaching subject field, and 60 hours of approved graduate credit. Ten years of related professional experience, at least five of which shall be successful college teaching. In those fields in which a graduate degree is not available, the following alternatives may be considered:

1. A bachelor's degree and 80 semester hours of graduate credit, or
2. A total of 200 semester hours of college credit.

In all cases, preparation should include the equivalent of an undergraduate major and appropriate graduate courses in the field of specialization.

9.4 General Requirements for Promotion of Faculty

A. The following general qualifications will be considered in the promotion of faculty. All seven promotional criteria will be considered in the evaluation of a faculty member when he or she is considered by the Dean for promotion.

1. Mastery of subject matter
2. Demonstrated teaching capability

3. Interest in students as individuals

4. Understanding of the comprehensive community college program

5. Potential for continued professional growth

6. Meritorious service

7. Number of years in present rank

The specific minimum requirements for selection of instructional staff as set forth in Section 9.1 of this Article are minimum requirements for promotion and shall be considered with the general requirements set forth in this paragraph for promotion of faculty members. For good cause shown, faculty members with non-academic backgrounds and qualifications may be promoted to the rank of instructor without regard for the specific minimum requirements for promotion.

9.5 Credit hours used for promotional purposes shall be accumulated based upon the following criteria:

A. Undergraduate and graduate credits from an established institution of higher education.

   1. Such course work shall be approved by the appropriate Dean of Instruction prior to enrollment in the class.

   2. Such course credits shall meet with the Dean's approval as being related to the faculty member's actual or intended employment at Sauk Valley Community College and toward improvement of his/her employment capacity.

B. Credit shall be granted for non-credit seminars, symposiums, and workshops on the ratio of 1 credit equal to 15 hours of actual contact experience.

   1. Such instruction shall be approved by the appropriate Dean of Instruction prior to enrollment.

   2. Such credit shall be granted by the Dean as being related to the faculty member's actual or intended employment at Sauk Valley Community College and toward improvement of his/her employment capacity.

C. Any future professional or occupational activity applicable to the instructional assignment may, upon prior approval, be granted creditable hours toward rank or experience advancement.

9.6 Promotion of faculty may be made by the Board of Trustees upon the recommendation of the appropriate Dean and the President of the College, and is at the sole discretion of the Board of Trustees. The acquisition of graduate credit hours and necessary experience to meet specific minimum requirements for the selection of instructional staff is only one criterion to determine eligibility for promotion.

ARTICLE X

Types of Appointments

10.1 Appointments to the faculty shall be in one of three categories: temporary, term, or continuing.

A. A temporary appointment shall be an appointment for an unspecified period and may be terminated at any time. Temporary appointments ordinarily are for part-time service, voluntary service, or for periods of less than one year.

B. A term appointment shall be an appointment for a specific period of time, normally for one year. Such an appointment shall automatically expire at the end of the agreed term unless terminated earlier in accordance with subsequent provisions of these policies.

C. A continuing appointment shall be a tenured appointment and shall continue indefinitely unless terminated in accordance with subsequent provisions of these policies. It shall not be affected by change in rank.

ARTICLE XI

Evaluation Policies

11.1 In order to ensure quality education and management accountability, the evaluation of a faculty member's performance is the responsibility of the appropriate Dean or other supervisor who is responsible to the President for the preparation of recommendations regarding the status of staff under his/her supervision. Evaluation will be related to duties and responsibilities as stated in the Professional Staff Handbook.

ARTICLE XII

Evaluation Procedures

12.1 The evaluation of a faculty member's performance will include the following:

A. Classroom observation

1. A formal classroom observation of tenured faculty members will normally be conducted every third year. However, more frequent evaluations may be conducted for the following reasons:

   (a) Promotional considerations

   (b) Question of adequate performance of duties

2. Term faculty will be observed no less than once each academic year.

B. Annual collection of data related to:

1. Classroom teaching - class visitations, student evaluations

2. Professional growth - self-evaluation and developmental plans

3. Academic growth - self-evaluation and written statements by other college administrators

4. College service - self-evaluation and written statements by other college administrators

5. Service to students - service in academic advisement, participation in student related functions

C. An annual evaluation session between the faculty member and his/her appropriate supervisor, resulting in a written summary of the session with a written recommendation presented to the faculty member for his/her review and comment. The faculty member may submit a written response to his/her evaluation; this response will be included in his/her personnel file.

D. An annual recommendation to the President of the College regarding the faculty member, from his/her supervisor.

12.2 When new evaluation forms are developed, the Administration shall furnish copies to members of the Bargaining Unit prior to final adoption. The members of the Bargain Unit may submit written responses within twenty (20) calendar days of receipt. Within twenty (20) calendar days thereafter, the Administration shall notify the members of the Bargaining Unit of its disposition of the responses. If new evaluation forms are to be used, copies will be distributed to the faculty at the beginning of the academic year.

ARTICLE XIII

Change in Status

13.1 Annual Review

A. There will be an annual review of the performance and status of each member of the faculty holding a term or continuing appointment. This shall include a conference between the staff member and the appropriate Dean or other immediate supervisor to be followed by recommendations to the President. These recommendations shall be based on the documented evaluation data compiled in accordance with approved procedures for faculty evaluation.

13.2 Results of Review

A. The following actions may be taken as a result of the annual review:

1. Retention with normal salary increment
2. Retention with extra salary increment(s)
3. Promotion to a higher rank
4. Termination of service
5. Granting of continuing appointment (tenure)
6. Retention without salary increment
7. Additional education required

13.3 If the President recommends 1, 2, or 3 above, and if the Board's disposition of the recommendation is contrary to such recommendation, the staff member in question shall be given written notice of the Board's final decision concerning the President's recommendation and the reason for that decision within two weeks following the next regular Board meeting.

13.4 Notification

The appropriate Dean or other immediate supervisor shall notify each staff member of the recommendation that is being made as a result of the annual review. For a term appointee, this shall be accomplished by February 15, and for a continuing appointee, January 1. (Note Article VII, Section 7.2 on tenure for notification procedure on the granting of continuing appointment). The staff member may then request a meeting with the President, the appropriate Dean, or other immediate supervisor, to show cause for any inequity in the recommendation. He/she may invite up to two observers of his/her choice to attend the meeting. In any case, within two weeks of the above dates, the staff member will be given written notice by the President of his decision regarding the recommendation. If the recommendation is for option 4, 6, or 7 of Article 13.2A, the staff member may request the Board of Trustees to review his case. Such a request must be made within 10 days after the staff member has received written notification of the President's recommendation. The staff member may enlist the assistance of the Association in presenting his/her case to the Board.

13.5 The Board shall act on all annual review recommendations not later than March 1 for continuing employees and term employees.

ARTICLE XIV

14.1 "Retraining" of a faculty member means a significant amount of additional academic course work or training so that the faculty member acquires the necessary background to be able to teach courses which the faculty member would not otherwise be competent and qualified to teach. Retraining undertaken pursuant to the terms of this Article may either be on a required basis or on a voluntary basis.

14.2 Required Faculty Retraining

A. Additional education or training may be required of a faculty member by his/her Dean. Such requirement shall be based upon the Dean's evaluation of the educational needs of the College and of the faculty member's department. The Dean shall take into consideration the faculty member's academic qualifications, experience, and ability to perform the services needed by the College, and, if relevant, the ability of the College to retain highly qualified faculty members who might otherwise be dismissed as a result of a reduction in force.

B. The Dean shall meet with the faculty member and discuss the retraining, and the retraining shall be described in the faculty member's retraining plan.

C. The requirement for additional education or training shall be reviewed by the faculty member's department, and a copy of the retraining plan shall be submitted by the Dean to the appropriate immediate supervisor. The department shall make a written report to the Dean either concurring in the requirement or indicating the specific reasons why it is felt the requirement should not be enforced. If the department fails to submit its report to the Dean within thirty (30) calendar days after receipt of a copy of the Dean's requirement, the right to review the requirement and make a recommendation thereon is waived.

D. Implementation of the required retraining shall be described in a written implementation memorandum to the faculty member. The implementation shall take into consideration the other responsibilities to the College which the faculty member has and will have during the period of retraining.

E. The reasonableness of the Dean's decision to require retraining and its implementation may be the subject of a grievance. Any such grievance must be filed within 90 calendar days of written notification of the Dean's final decision. Failure to file within said period shall constitute a waiver of the right to grieve the matter. Any such grievance shall start with the Board of Trustees Grievance Hearing Committee at Step 3. The scope of review of the required retraining plan by the Board of Trustees Grievance Hearing Committee or by the Arbitrator if the grievance is carried to arbitration, shall be limited to the reasonableness of the dean's requirement and its implementation, taking into consideration the educational needs of the College and of the faculty member's department, the faculty member's academic qualifications and experience, the faculty member's other responsibilities to the College, and his/her ability to perform the services required by the College, and, if relevant, the ability of the College to retain a highly qualified faculty member or members who might otherwise be lost as a result of reduction in force. If it is determined that the requirement is unreasonable, it shall be waived, and any salary increment withheld as a result of the faculty member's failure to perform the requirement shall be paid to the faculty member.

F. The faculty member's progress in the retraining plan shall be reviewed at the faculty member's Annual Review. In the event any changes are made in the retraining plan or implementation plan to which the faculty member objects, the faculty member must object in writing at the Annual Review and such objection shall be noted in the Annual Review document. He or she shall be entitled to raise an objection by a grievance, but any such grievance not filed within thirty (30) calendar days after the Annual Review shall be considered waived.

G. The faculty member shall be given released time with pay from a full 32 hour teaching, or normal workload for those employed on a 37 hour basis equal to the number of equated credit hours approved by the Dean and taken by the faculty member as a result of the Dean's requirement, or the faculty member may be given some other type of additional compensation based on equated hours, provided, however, no additional compensation shall be paid to any faculty member in the form of monetary compensation, compensated released time or otherwise, unless such additional compensation is specifically set out in the "Retraining Plan" which shall signify the Dean's prior approval of any courses or training. All compensation in the form of either release time or salary shall be calculated on the basis of equated hours. In cases where this results in an overload, it will be paid at the overload salary rate as specified in Article 23.2C. If the retraining takes place during the summer, the equated hours of release time shall be paid at the summer salary rate as specified in Article 23.2D. Cost estimates and approvals for the total retraining program shall be included in the retraining plan.

H. Travel expenses, registration fees, or tuition for approved retraining shall be paid by the College only to the extent specified in the retraining plan and shall not exceed the amount specified elsewhere in this contract.

I. The retraining plan shall be signed by both the Dean and the faculty member. The faculty member's signature shall not be deemed a waiver of the rights to grieve spelled out in paragraph 5 hereof.

14.3 Voluntary Retraining

A. If a faculty member voluntarily wishes to undertake retraining, his/her Dean may agree to such retraining on behalf of the College, in the sole discretion of the Dean.

B. Voluntary retraining shall be set out in a retraining plan which will be signed by the faculty member and the Dean. The faculty member shall be given such released time on an equated hour basis with pay or other form of equated hour compensation as shall be provided in writing in the faculty member's retraining plan. No compensation or released time shall be paid or given to a faculty member for retraining unless such additional compensation is specifically set out in the retraining plan. An implementation plan shall be prepared by the Dean and signed by the faculty member and the Dean. Any amendments to the retraining plan or implementation plan shall be in writing.

C. Travel expenses, registration fees, or tuition for approved retraining shall be paid by the College only to the extent specified in the retraining plan and shall not exceed the amount specified elsewhere in this contract.

D. Progress on the retraining plan shall be reviewed at the faculty member's Annual Review. If the faculty member shall fail to complete the voluntary retraining in the manner provided in the retraining plan and implementation plan, the faculty member shall reimburse the College for compensation or released time previously received.

ARTICLE XV

Termination: Term Appointments

15.1 Prior to Completion of Agreed Term

If a term appointment is to be terminated prior to completion of agreed term, cause shall be given and procedures will be identical with the provisions for termination of continuing appointments as in Article XVI Termination: Continuing Appointments.

ARTICLE XVI

Termination: Continuing Appointments

16.1 **Termination for Cause:** The services of a faculty member with a continuing appointment may be terminated for any of the causes set forth in Article VII, Section 7.4 and 7.5, the termination to be in accordance with the following procedures:

A. When the President receives a recommendation for termination, or other information or complaint against a tenured member of the faculty containing allegations which, if true, might serve as a cause for termination, and if he/she deems such information to be substantial, he/she shall make this information available to and shall discuss it with the individual concerned and shall make such investigation as he/she considers appropriate, including the review of any written documentation which may be available to him/her.

B. If the President decides to recommend termination to the Board, the individual concerned shall be formally notified at least 7 days prior to the President's recommendation to the Board, and shall be given the opportunity to be present at the time the recommendation is made to the Board and to request a public or private hearing on the recommendation. If the Board accepts the President's recommendation, then the individual and/or the Association may appeal the Board's decision by filing a written notice of appeal, setting forth the basis for the appeal. The notice shall be filed with the Chairman of the Board within 7 days after the individual has been notified of the Board's action on the President's recommendation. The appeal shall then be presented at the first regular Board meeting following receipt of the notice of appeal, provided a meeting is scheduled within two weeks; otherwise, a special meeting shall be called. The Board shall have the option of considering the appeal in an executive session. The individual and/or Association shall have the option of requesting a formal hearing before the Board or presenting the case through written briefs. No later than one week after the conclusion of the hearing, the Board of Trustees shall render its decision in writing to the Association and the individual involved. If the Board's decision is unacceptable, the matter may be submitted to arbitration as provided in Step 4 of Article 17.4 - Professional Grievance Procedure. The decision of the arbitrator will be accepted as final, and in lieu of any other remedy, by the Board, the Association and the individual member or members of the Association affected thereby.

ARTICLE XVII

Cancellation of Classes and/or Duties

17.1 If the President (or his/her representative, if the President is absent from the campus) receives a recommendation or other information regarding a member of the faculty containing allegations which, if true, might serve as a cause for termination and he/she deems such information to be substantial, and if, in the opinion of the President or his/her representative, immediate harm to the faculty member, the College, or to others may result from his/her continued presence or acts, the President or his/her representative shall have the right to cancel immediately the classes and/or duties of that faculty member and to cause him/her to absent himself/herself from the classroom or the campus. In the event of such action, the faculty member shall have the opportunity of following the Professional Grievance Procedure starting at Step 3, by notification to the Chairman of the Board within 7 days after such action by the President or his/her legal representative. If the matter proceeds to Step 4 of the Professional Grievance Procedure, the decision of the arbitrator will be accepted as final and in lieu of any other remedy by the Board, the Association, and the individual member or members of the Association affected. It is understood that such cancellation of classes or duties will cause no loss of pay or benefits to the faculty member prior to a decision being rendered by the Board of Trustees Grievance Hearing Committees.

ARTICLE XVIII

PROFESSIONAL GRIEVANCE PROCEDURE

18.1 Whereas the establishment and maintenance of a harmonious cooperative relationship between the College and the professional instructional staff is essential to the operation of the College, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances free from coercion, interference, restraint, discrimination, or reprisal, and by which the College and the staff are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly procedures before administrative agencies or in the courts.

18.2 Definitions:

A. A " grievance" shall mean a claim that there has been an alleged violation, misinterpretation, or misapplication of a provision of this Agreement.

B. A "grievant" shall be any party to this Agreement or any member of the full-time professional instructional staff who shall submit a grievance.

C. "Association representative" or "grievance committee" means a member or members of the Association's grievance committee, which is composed of seven members from the local Association appointed in accordance with the bylaws of the Association.

D. Time limits: All time limits refer to days the college is officially open.

18.3 General Conditions:

A. The Board acknowledges the right of the Association's grievance committee to participate in the processing of a grievance at any level if the grievant so desires, and the Board acknowledges that no grievant be required to discuss any grievance if a grievance committee member is not present.

B. At least one member, and not more than three members, of the grievance committee, in addition to the grievant, shall be present for any meeting, hearing, appeals or other proceedings relating to a grievance which has been formally presented, provided it is the wish of the grievant. Nothing contained herein shall be construed as limiting the right of any grievant to have a grievance adjusted without the intervention of the Association, provided that if the grievance has been formally filed with the Association, the Association shall be notified of the final settlement.

C. The parties acknowledge that it is usually most desirable for a grievant and his/her immediately involved supervisor to resolve problems through free and informal communications. When requested by a grievant, the grievance committee may intervene to assist in this procedure. However, should such informal processes fail to satisfy the grievant, then a grievance may be processed in accordance with the following procedure.

D. If a grievance is to be processed in accordance with Article 17.4, Procedures, the grievant shall initiate step one within 90 days from the date of the event giving rise to the grievance. The failure of the Admiistrator or the Board to give a decision within the time limits stated shall permit the grievant to proceed to the next step. The failure of a grievant or the Association to take action in accordance with this Agreement within the prescribed time limits shall act as a bar to any further appeal.

E. The number of days indicated at each level shall be considered maximums, and every effort shall be made to expedite the process. The time limits may be extended by mutual consent.

F. All decisions shall be rendered in writing to the grievant and the Association at each step of the grievance procedure, the written decisions setting forth the findings of fact, conclusions, and supporting reasons.

G. Either party shall have the right to be represented by representatives of his choice (not to exceed three in number) at any level above step one.

H. Either party shall have the right at all stages of a grievance proceeding to confront and cross-examine all witnesses called against him/her to testify and to call witnesses on his/her behalf. There shall be no limitations on the presentation of competent evidence on either side in the hearing before the Board of Trustees Grievance Hearing Committee.

I. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend, and will be held, insofar as possible at other than College hours or during non-teaching time of personnel involved. When such hearings and conferences are held, at the option of the Administration, during College hours, all employees whose presence is required shall be excused, with pay, for that purpose.

J. No reprisals of any kind shall be taken against any staff member for participating in any grievance proceeding. If any staff member for whom a grievance is filed, processed, or sustained, shall be found to have been unjustly charged, and if suspension is involved, he/she shall be restored to his/her former position.

K. All documents, communications, and records dealing with the grievance shall be filed separately from the personnel files of the participants. An individual's grievance file shall be open to him/her upon request.

L. It is agreed that the grievant shall be furnished with copies of any written information in the possession of the Board and/or the the Administration necessary for the processing of any grievance or complaint.

M. A grievance may be withdrawn at any level without establishing a precedent.

N. All communications, notices, or decisions required may be personally delivered to the party or parties entitled thereto or may be mailed to them by certified or registered mail to their last address as shown on the College records. Delivery shall be deemed to have been made when the document is deposited in a United States mailbox. All communications, notices, or decisions for the Association or the Board shall be delivered or mailed to the respective President.

18.4 Procedures:

All grievances accepted by the Association shall be presented and adjusted in the following manner:

Step #1. The Association shall present the grievance immediately in writing, setting forth the particular provision or provisions of the Agreement or policy involved, to the supervisor, who will arrange for a meeting to take place within 14 days after receipt of the grievance. The grievant, the Association's representatives, and the involved supervisor shall be present for the meeting. The supervisor must then submit his/her decision in writing within 14 days after such meeting.

Step #2. If the grievance is not resolved by Step #1, then the Association shall file a written appeal with the appropriate Dean or his/her official designee within 14 days after receipt of the Step #1 decision or within 14 days after the Step #1 meeting, whichever is later, setting forth the basis for the appeal. The appropriate Dean shall arrange for a hearing with the grievant and the representatives of the Association's grievance committee to take place within 14 days of his/her receipt of the notice of appeal. Upon conclusion of the hearing, the appropriate Dean shall have 14 days in which to provide his/her written decision to the grievant and Association.

Step #3. If the Association is not satisfied with the disposition of the grievance by the Dean, the grievance shall be transmitted to the Board of Trustees Grievance Hearing Committee. Such committee shall be composed of two board members, the President, and one Dean not previously involved in Step #2. A written Notice of Appeal, setting forth the basis for the appeal, shall be filed with the President within 14 days after receipt of the Dean's decision, or within 14 days after the hearing. The Hearing Committee of the Board shall meet within 14 days of the written appeal to the Committee, transmitted to the President. The grievance, together with a record of the prior proceedings, shall be presented to the Committee of the Board. The Committee shall have the options of considering the appeal in an open or closed hearing session. No later than 14 days after the conclusion of the hearing, the Committee shall render its decision in writing to the Association and the grievant.

Step #4. If the Association is not satisfied with the decision of the Board Committee, or if no decision has been made within the period provided in Step #3, the Association may submit the grievance to arbitration before an impartial arbitrator. The Association must declare in writing to the Board of Trustees Hearing Committee that such arbitration is desired. Such declaration must be made to the Board of Trustees Hearing Committee within 14 days after the Association has received the decision of the Board of Trustees Hearing Committee on their appeal to them. If the parties cannot agree on an arbitrator, a list of five or more arbitrators shall be secured from the American Arbitration Association. The Arbitrator shall be selected within 14 days of the receipt of the list of arbitrators from A.A.A. Such a list shall not include a resident of the Community College District. Final selection of the arbitrator shall be made by the parties, who shall strike a name from the list of five alternately until one name remains, and this person shall serve as arbitrator. The party eligible for the first deletion shall be determined by chance. The Administration and the Association shall not be permitted to present in such arbitration proceedings any evidence not previously disclosed to the other party at the Board of Trustees Committee Hearing. The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement. Both parties agree to be bound by the award of the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the parties. Should only one party request a transcript of the proceedings, then that party shall bear the full costs of that transcript. Should both parties order a transcript, then the cost of the two transcripts shall be divided equally between the parties.

18.5 No grievances may be submitted to arbitration without consent of the association.

ARTICLE XIX

Resignation by Advance Notice

19.1 If a Faculty member is contemplating resignation, it should be discussed with his/her immediate supervisor at the earliest possible time. Normally a resignation will not be accepted after July 1, except in extreme cases, and then subject to the availability of a replacement satisfactory to the President. In any case, the mutual interest of the College and the individual will be considered.

ARTICLE XX

Leaves of Absence

20.1 Sick Leave and Personal Leave:

A. Sick leave shall accrue to all full-time faculty at the rate of 15 days the first year and 10 days per year thereafter. Sick leave for the full contract year shall accrue as of the first duty day of employment and shall terminate as of the last duty day of employment. Sick leave for those on twelve-month contract shall accrue at the rate of 17 days the first year and 12 days per year thereafter.

B. Sick leave shall be credited to each employee at the beginning of each contract year so that the accumulated unused sick leave from prior periods plus the credit for the current year will be the total amount of sick leave benefits available to that employee through the end of the fiscal year (June 30).

C. This procedure has the effect of crediting the employee with a sick leave advance which must be repaid to the College through full-time employment during the contract year. Should service terminate after this banked credit has been used by the employee, the unearned portion of the sick leave used will be considered as a debt to be repaid to the College by deduction from the final salary payment.

D. Sick leave may be accumulated without limit. Sick leave will be deemed to be the result of the personal sickness or injury of the employee involved. The employee may use up to 10 days of sick leave in any one contract year for sickness in the immediate family, sickness which creates the necessity for the employee to remain away from the place of employment, or for personal bereavement related to a member of the immediate family.

E. Sick leave without salary may be granted to members of the faculty subject to the discretion of the Board of Trustees. During any such leave, the administration shall make appropriate arrangements for carrying on the activities of the affected area with due regard to the workload of other members of that area.

20.2 F. The immediate supervisor or appropriate Dean shall submit a report to the Business Office of the number of days of sick leave taken. The report shall be on forms supplied by the Business Office. A person may be charged for sick days only when he/she would normally be working. The Board reserves the right to require a physician's certificate that the individual is incapacitated from performing his/her usual or ordinary duties for any sick leave taken.

G. If a person is sick, he/she shall notify his/her immediate Supervisor or the appropriate Dean at the earliest possible time, but not later than two hours prior to the time his/her duties are to begin.

H. Each member of the faculty may take three days annually for personal leave. Any days so taken will be charged against the sick leave credit of the individual. If a personal leave is to be used, such notice shall be given by the faculty member not later than 24 hours before duties are to begin. The faculty member shall state, in writing, his/her efforts to arrange coverage for the classes occurring during the period of personal leave. Such statement shall be submitted with a notice given of his/her intention to use personal leave. In emergency situations, the foregoing notice requirements may be waived. No permission is required to take personal leave.

I. No compensation shall be paid for sick leave accrued unless the individual is sick and incapacitated from performing his/her usual and ordinary duties or personal leave taken as in Paragraph H.

J. Upon termination of service, any accrued but unused sick leave shall be cancelled.

Maternity Leave:

The Board recognizes two categories into which leaves relating to pregnancy may fall: first, a leave of absence for maternity purposes; second, a disability leave for the faculty member who is absent from work due to illness or disability relating to pregnancy, complications in connection with said condition, and childbirth.

A. Leave of Absence for Expected Maternity:

1. As soon as pregnancy is known, or no later than the end of the fourth month of pregnancy, the faculty member shall report her condition to her immediate supervisor in writing, together with a doctor's certificate indicating the expected due date and the fact that the employee is in good health and able to continue work. The faculty member shall be entitled, upon request, to a maternity leave to begin at any time between the commencement of pregnancy and the birth of the child. The request for such a leave shall be in writing, addressed to the President of the College, and, except in case of emergency, shall give notice at least thirty (30) days prior to the date on which her leave is to begin.

2. A faculty member who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is properly able to perform her required duties.

3. When an employee is placed on maternity leave, no salary will be paid, and all sick leave and other financial benefits will cease to accumulate.

4. At the time a maternity leave is granted, the President shall obtain a written statement from the faculty member, a statement indicating her intention with reference to the duration of said leave. Ordinarily, maternity leave shall be granted for a period of thirty (30) days. Upon request of the faculty member, the President may grant maternity leave until the beginning of the next semester after the delivery of the child. Upon approval of the President and other appropriate administrative officers, the Board may grant an extension of the maternity leave up to a total of one year with no loss of rank, tenure, placement on the salary schedule, or accrued sick leave. In the event the faculty member is found physically able to return to work and she fails or refuses to do so, her employment shall be terminated.

B. Disability Leave Related to Pregnancy, Complications in Connection with Said Condition and Childbirth:

1. If a faculty member elects not to request a maternity leave, she shall, at the end of the sixth month of pregnancy, provide her immediate supervisor with an estimate by her physician as to the date at which pregnancy will result in her inability to continue to perform the services required of her. It shall also contain an estimate by the physician as to the date when she would be able to return to her normal duties.

2. The faculty member shall be expected to continue the normal services required of her until she is physically unable to do so. At such time as she is unable to provide said services, she shall furnish a written statement from her physician indicating the physical cause for her inability to perform the services.

3. It is expected that a faculty member would normally be able to return to work within twenty-one (21) days after delivery. In the event of complications or circumstances which prevent her return within said period, she shall furnish a written statement from her physician indicating the nature and extent of the problem and an estimate as to when she would be able to return.

   Under either Paragraph 2 above, or this Paragraph, the Board may require an independent physical examination, by a physician of its choice, at its expense, and in the event the faculty member is found physically able to work and she fails or refuses to do so, her employment shall be terminated.

4. The faculty member shall be entitled to use accrued sick leave during the period she is disabled. At such time as accrued sick leave has been used, all pay and other financial benefits will cease.

20.3 The Board shall pay the regular salary to a teacher called to serve as a juror, and the teacher shall submit any reimbursement to the College.

20.4 Other Leaves: The President, with the approval of the Board of Trustees, may grant other leaves of absence with full pay, reduced salary, or without salary for the purpose of professional development, acceptance of professional assignments of limited duration with other colleges, governmental agencies, or with foreign nations. Such leaves shall be for appropriate purposes consistent with the needs and interest of the College. Application for such leaves shall be made, in writing, to the President, and shall state the purpose for which the leave is requested, its anticipated duration, and its value to the College. The terms and conditions of the leave shall be determined at the time the request for leave is acted upon. However, the date of April 1 and November 15 shall be used by the faculty member to notify the College regarding his/her intention to return to his/her assignment. Failure of a faculty member to notify the College by the date specified as appropriate to the leave request shall constitute a formal resignation by the faculty member involved.

20.5 Leaves of absence with pay to attend Illinois Education Association conventions, seminars, and conferences, or to serve in elected or appointed official positions, shall be granted to the Association President or his/her delegate when leaves are requested ten days in advance. Such leaves of absence shall not exceed a total of five working days per academic year. The President or his/her delegate shall arrange for all classes to be covered during his/her absence at his/her expense

20.6 Retirement Program: All permanent employees, including part-time employees, whose employment is considered permanent at Sauk Valley College, are required to participate in the State Universities Retirement System, effective with the beginning of the first day of employment. Details concerning retirement allowances, disability benefits, reciprocity, and refunds are contained in the System's Handbook issued to every member at the beginning of his employment.

20.7 Other Employment: Any faculty member who accepts outside employment during the individual contract period without written notification to the appropriate supervisor may be subject to dismissal proceedings. Such employment shall, in no way, interfere with the College's ability to schedule classes taught by the faculty member. Such employment shall not interfere with duties normally expected of faculty members.

ARTICLE XXI

Fringe Benefits

21.1 The College shall provide and pay the premium cost of a group hospitalization and major medical insurance program, group life insurance benefits, and dependent life insurance.

21.2 The College agrees to grant free tuition enrollment at Sauk Valley Community College for all full-time professional instructional staff, their spouses, and their children under 23 years of age. It is also agreed that any portion of institutional charges that are allocated by Board policy towards financing the Student Activity Program is not construed as a part of the tuition waiver as approved in this Agreement.

21.3 The College agrees, at the option of the individual, to prorate his/her ten-month salary over a twelve-month period. Once an individual has elected a method of payment, it may not be changed until the beginning of the next college year.

21.4 The College agrees to pay the regular expenses for academic robes and regalia required for any Sauk Valley Community College function.

21.5 A separate and private dining room shall be provided for the use of the professional staff.

21.6 Tuition Reimbursement: will be based upon Article IX, Section 9.5.

A. The Board will pay tuition at the rate of $100 per credit hour.

B. Reimbursement for tuition may be used for graduate or undergraduate credit and for workshops, seminars, and symposiums as equated by the appropriate Dean.

C. Reimbursement for tuition may be used for graduate or undergraduate credit and for workshops, seminars and symposiums as equated by the appropriate Dean.

D. Tuition reimbursement will be limited to 9 credit hours per year.

E. Tuition reimbursement shall be paid to faculty on leaves of absence for a maximum period of one year at a rate not to exceed $100 per credit hour and up to a total of 30 credit hours. Tuition reimbursement does not apply in cases where these costs are covered by grants, scholarships or assistantships.

F. Tuition reimbursement shall be made upon presentation of a voucher or receipt from the institution where the staff member was enrolled to the Dean of Business Services and should bear the endorsement of the appropriate Dean approving such reimbursement, and upon completion of the course and receipt of transcript.

ARTICLE XXII

Association and Faculty Rights

22.1 Officers and committee chairmen of the Association shall have the right to use College equipment such as typewriters, calculating machines, and audio-visual equipment at all reasonable times when such equipment is not otherwise in use, subject to regulations determined by the Dean of Business Services and subject to the approval of the individual who is charged with the responsibility for that piece of equipment.

22.2 The Association's Negotiation Committee's expenses for duplicating (with College equipment) material for use of the Board or Board Committee in negotiations shall be paid for by the College out of funds budgeted for the Board.

22.3 The Board agrees to furnish regularly to the Association two copies of the agenda, minutes, and the complete packet of information distributed for all Board meetings, such copies to be made available at the same time as distribution to Board members.

22.4 Communications from Association:

The President of the Association, or his/her authorized delegate, is extended the privilege of addressing the Board of Trustees, at regular or special meetings, on topics scheduled on the Board agenda for said meeting. The privilege shall be extended under the agenda item "Written Communications From Visitors" or under such other agenda items as the Board Chairperson deems appropriate. All communications shall be in writing and submitted to the office of the President of Sauk Valley Community College for inclusion in the materials presented to Board members for meetings. In addition, the Association representative shall have the privilege of presenting the Association's position verbally for a period not to exceed five (5) minutes.

All such communications shall be addressed to the issues of a particular question and shall not be used to criticize or attack personalities within the institution or on the Board of Trustees. The privilege to address the Board does not extend to eliciting responses from or arguing with Board members.

The privilege of addressing the Board may be terminated temporarily or permanently by the Board Chairperson if, in his/her sole discretion, the privilege is abused. If such privilege is permanently terminated, written notification of such termination with supporting reasons therefore shall be given the Executive Board of the Association.

The Association recognizes and agrees that the privilege of addressing the Board is an opportunity to present professional and constructive positions that will be beneficial to the Sauk Valley Community College community.

22.5 An individual's personnel file shall be open to him/her upon request, with the exception that any confidential credentials or references submitted by a party outside the College shall not be revealed without the permission of the originator. The Association shall have similar access to an individual's personnel file with the individual's written consent, subject to the same restriction in regard to confidential materials originated outside the College. Reproduction of materials shall be subject to limitations imposed by law and/or by the originator if the originator is from outside the College. The following material shall be maintained in each faculty member's file:

A. Application for employment with reference, placement data (if submitted), and complete transcripts of academic credit earned prior to and subsequent to employment by the College.

B. Copies of all evaluation reports and recommendations regarding the staff member's professional performance and competence.

C. Copies of each contract and notification of change of status (promotion, tenure) of the individual.

D. All other correspondence relating to the faculty member's professional performance and competence, and to his/her standing in the community. Correspondence of a derogatory nature shall be reported to the faculty member within three weeks of receipt of the correspondence if it is to become part of the personnel file.

Requests to examine an individual's personnel file, as kept by the appropriate Dean, should be submitted to the Dean's office, and such examination or the reproduction of any portion of the file shall be conducted in the presence of the Dean or his/her designated representative.

22.6 The Board agrees to set aside a small room or office with table, chairs, and one large file cabinet with lock for exclusive Association use.

ARTICLE XXIII

Professional Compensation

23.1 Salary Policy:

A. It is the responsibility of the faculty candidate or the faculty member to present to the proper administrator the following: undergraduate and graduate credit hours; teaching, industrial, business, military, and professional experience; all experience that he/she wishes to be considered for beginning placement or revised placement on the salary schedule.

B. After the initial presentation of the total experience package, it is the responsibility of the administrator and prospective faculty member to agree upon the total number of hours and years which will be creditable basing their decisions on their applicability to the area in which the candidate would be hired. Once this is agreed upon, the faculty member should be given a statement about years of experience and hours accepted.

23.2 Salary Schedule:

The salaries, increments, and all other economic provisions of this contract shall be effective at the beginning of the 1987-88 Academic Year.

A. The Sauk Valley Community College Instructional Salary Schedules contained herein shall be effective beginning the first day of the Fall Semester, 1987.

B. When a faculty member is granted a promotion in rank, the following steps shall be applied to determine his/her new salary:

Step #1: Find the salary step and rank on the salary schedule for the current year and then locate this step on the salary schedule for the year in which the promotion will take effect.

Step #2: Add monies equal to a flat step increment in the next rank figured on the salary schedule for the year in which the promotion will take effect.

Step #3: Round that figure to the nearest salary in the new rank on the salary schedule for the year in which the promotion will take effect.

C. Overload payments shall be made on the basis of the following schedule. Payment will be made on an annual basis by March 1 of each calendar.

	Per Credit Hour
Assistant Instructor and Instructor	$300
Assistant and Associate Professor	$325
Professor	$350

D. Summer school payments shall be made on the basis of the following schedule:

	Per Credit Hour
Assistant Instructor and Instructor	$325
Assistant and Associate Professor	$350
Professor	$375

SAUK VALLEY COMMUNITY COLLEGE
1987-88 INSTRUCTIONAL SALARY SCHEDULE
EFFECTIVE FALL SEMESTER 1987
9 MONTHS ONLY

Step	Instructor	Assistant Professor	Associate Professor	Professor
1.	$17,477	$20,275	$22,992	$26,121
2.	18,029	20,930	23,738	26,966
3.	18,581	21,585	24,484	27,811
4.	19,133	22,240	25,230	28,656
5.	19,685	22,895	25,976	29,501
6.	20,237	23,550	26,722	30,346
7.	20,789	24,205	27,468	31,191
8.	21,341	24,860	28,214	32,036
9.	21,893	25,515	28,960	32,881
10.	22,445	26,170	29,706	33,726
11.	22,997	26,825	30,452	34,571
12.	23,549	27,480	31,198	35,416
13.	24,101	28,135	31,944	36,261
14.	24,653	28,790	32,690	37,106
15.	25,205	29,445	33,436	37,951
16.	25,757	30,100	34,182	38,796
17.	26,309	30,755	34,928	39,641
	*552	*655	*746	*845

During the length of this contract, faculty will maintain the same step on the salary schedule except for promotions.

SAUK VALLEY COMMUNITY COLLEGE
1988-89 INSTRUCTIONAL SALARY SCHEDULE

EFFECTIVE FALL SEMESTER 1988

9 MONTHS ONLY

Step	Instructor	Assistant Professor	Associate Professor	Professor
1.	$18,346	$21,296	$24,152	$27,436
2.	18,927	21,983	24,934	28,321
3.	19,508	22,670	25,716	29,206
4.	20,089	23,357	26,498	30,091
5.	20,670	24,044	27,280	30,976
6.	21,251	24,731	28,062	31,861
7.	21,832	25,418	28,844	32,746
8.	22,413	26,105	29,626	33,631
9.	22,994	26,792	30,408	34,516
10.	23,575	27,479	31,190	35,401
11.	24,156	28,166	31,972	36,286
12.	24,737	28,853	32,754	37,171
13.	25,318	29,540	33,536	38,056
14.	25,899	30,227	34,318	38,941
15.	26,480	30,914	35,100	39,826
16.	27,061	31,601	35,882	40,711
17.	27,642	32,288	36,664	41,596
	*581	*687	*782	*885

During the length of this contract, faculty will maintain the same step on the salary schedule except for promotions.

ARTICLE XXIV

Effect of This Agreement

24.1 The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the Association and the Board with regard to subjects covered herein.

24.2 Should any article, section, or clause of this Agreement be finally declared illegal by a court of competent jurisdiction, or be in conflict with regulations established by the Illinois Community College Board, said section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section, or clause.

ARTICLE XXV

Duration of Agreement

25.1 This Agreement shall be effective at such time as it is ratified by both parties and shall continue in effect through the 30th day of June, 1990, provided that Article III and IV of this Agreement shall be terminated only by mutual agreement when negotiations for the following year have not been completed. The Board will continue to recognize the Association as the sole bargaining agent through the steps of mediation, fact-finding and release of the fact-finder's report to the public as provided in Article 4.3.

25.2 Challenge:

A. Upon the filing of a petition with the Secretary of the Board, signed by not less than 30% of the members of the Negotiating Unit, requesting a referendum for the purpose of challenging the present Negotiating Unit or requesting that no organization represent the full-time faculty, the Secretary of the Board shall immediately notify the President of the Faculty Association of the filing of such petition by sending by United States mail a written notification of such filing with a copy of such petition. The Association may file objections to the petition with the Secretary of the Board within 7 days of the receipt of such notification. Within 14 days after receipt of any objections, the Board shall hold a hearing and make a determination as to the validity of the petition. If the Board finds such petition to be valid, the referendum shall be held within 14 days after the determination of validity. A petition requesting a referendum may be filed only between the 15th day of September and the first day of November in any year and no more than one petition will be accepted in any calendar year. The cost of conducting any referendum ordered by the Board shall be borne by the Board and the ballots used in any referendum shall include "No Representative" as an alternative choice.

B. Upon certification of the results of any referendum, the Board of Trustees shall declare the organization receiving the majority of the votes cast at such referendum as the exclusive representative of the full-time faculty eligible for membership in a bargaining unit, or if the majority of the votes cast are for "No Representative", the Board shall not recognize any representative for at least 12 months after the termination date of this Agreement.

C. Nothing contained herein shall require duties or attendance at the College beyond the date required in the individual employment agreement.

ARTICLE XXVI

Acceptance

26.1 This Agreement is signed and adopted this 22nd day of April, 1987.

IN WITNESS WHEREOF:

For the SAUK VALLEY COMMUNITY COLLEGE
FACULTY ASSOCIATION

Charles K. Peterson
President

Dill
Secretary

For the BOARD OF COMMUNITY COLLEGE
DISTRICT NO. 506

President

William Simpson
Secretary

SOUTHEASTERN ILLINOIS COLLEGE

001757

AGREEMENT

THIS AGREEMENT is entered into this   day of   , 1986, by and between the BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 533, COUNTIES OF GALLATIN, HAMILTON, HARDIN, JOHNSON, POPE, SALINE, WHITE AND WILLIAMSON, AND STATE OF ILLINOIS (hereinafter referred to as the "Board") and the SOUTHEASTERN ILLINOIS COLLEGE EDUCATION ASSOCIATION (hereinafter referred to as the "Association") and shall only apply to said parties.

WITNESSETH:

WHEREAS, the Board has voluntarily recognized the Association as the sole bargaining agent for the faculty the 9th day of May, 1984, has posted a Public Notice thereof as required by statute, has sent written notification of the Board's actions to the ILLINOIS EDUCATIONAL LABOR RELATIONS BOARD;

WHEREAS, no challenges have been made known to the Board's action and the Association has satisfied the ILLINOIS EDUCATIONAL LABOR RELATIONS BOARD of the Association's claim to majority representation of the defined bargaining unit and has been so certified the 3rd day of October 1984;

WHEREAS, it is the intention of the parties to this Agreement to provide, where not otherwise mandated by statute, for the salary, fringe benefits, and conditions of employment of the full-time faculty members covered by this Agreement, to prevent interruption of work and interference with the efficient operation of the college, and to provide an orderly and prompt method of handling and processing grievances;

NOW, THEREFORE, the parties agree with each other as follows:

ARTICLE I
RECOGNITION:

A. Recognition

The Board of Trustees of Community College District No. 533, hereinafter referred to as "Board or Employer", hereby recognizes the Southeastern Illinois College Education Association (SICEA), hereinafter referred to as the "Association", as the sole and exclusive bargaining representative for all full-time faculty members of Southeastern Illinois College within the bargaining unit defined as follows:

> "All regularly employed full-time faculty members teaching at the college's main campus in Harrisburg, Illinois, including counselors, Coordinator of Licensed Practical Nursing program, Coordinator of the Early School Leavers program, Coordinator of Physical Fitness Activities, Director of the Learning Resource Center, AV Center Technician, Director of Counseling, and Financial Aids Officer, but expressly not including the President, Deans, Associate Deans, accountants/bookkeepers, other administrative, managerial, supervisory staff, classified staff, substitutes, short-term Employees employed less than the regular academic year, confidential Employees and any new positions which may be hereinafter created which includes among its responsibilities the

making of meaningful recommendations for the employment, evaluation, transferring, assignment, disciplining, or dismissal of faculty members".

The term "Employee", when used hereinafter in the Agreement shall refer to all members of the defined bargaining unit.

ARTICLE II
ASSOCIATION RIGHTS

A. Freedom of Information

The Employer shall make available to and/or reproduce for the Association any public record requested in accordance with the Illinois Freedom of Information Act and such policies and procedures now or hereafter issued by the Employer to promulgate the Act. It is understood that this shall not be construed to require the employer to compile information and statistics in the form requested not already compiled in that form unless mutually agreeable.

B. Board Meetings - Notification

The president of the Association or his/her designee shall be given notice by phone or memorandum of any regular or special meeting of the Board together with a copy of the agenda or statement of purpose of such meeting at least twenty-four (24) hours prior to the scheduled time of such meeting.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definition

A grievance shall mean an allegation by an employee or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this agreement.

B. Statement of Basic Principles

1. Every employee shall have the right to present grievances in accordance with the procedures hereafter contained, with or without representation.

2. No reprisals shall be taken by the Employer against any employee because of his/her participation in the processing of a grievance.

3. The failure of an employee or the Association to act on any grievance within the prescribed time limits will constitute a bar to further appeal and the Employer's failure to give a decision within the limits shall permit the grievant to proceed to the

next step. All references to "day(s)" in this Article shall mean weekdays when administrative offices are open for college business. The time limits, however, may be extended by mutual agreement.

4. The employee has a right to be present and to be represented in a grievance procedure. The employee shall be present at any grievance discussion when the Employer or the Association deems it necessary. When the presence of an employee at a grievance hearing is requested by either party, an illness or other incapacity of the employee shall be grounds for any necessary extension of grievance procedure time limits.

5. The Association shall be notified of the final disposition of the grievance.

6. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for persons including witnesses entitled to be present, to attend and will be held, insofar as possible, before or after regular college hours, or during non-working time of personnel involved. When such hearings and conferences are held, at the option of the Employer during college hours, those employees whose presence is required shall be excused with pay for that purpose.

7. It is agreed that any investigation or other handling or processing of grievance by the grieving employee or Association shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the College where possible.

8. A grievance may be withdrawn by the grievant at anytime and, if so, then the grievance will be treated as though it had never been filed.

C. Procedures

1. An attempt shall at all times be made to resolve any grievance in an informal discussion between the employee and the Employer.

2. If a grievance cannot be resolved informally, the aggrieved party may file a formal grievance in writing. The formal grievance shall state the nature of the grievance, including the specific clause(s) of the contract allegedly violated, and the remediation requested. The filing of the formal grievance must be either within fifteen (15) days from the date of the occurrence of the event giving rise to the grievance, or when the aggrieved reasonably should have had knowledge of the event, with the employee's appropriate dean or his/her designee. The Employer and the aggrieved party shall meet and confer on the formal grievance within fifteen (15) days of its filing and at a mutually agreeable time. The appropriate dean shall communicate in writing to the Association a decision within fifteen (15) days of such meeting.

3. If the grievance is not resolved satisfactorily in Step 2, the aggrieved party may file a written appeal to the administrative decision within fifteen (15) days of the decision with the President or his/her designee. The President or his/her designee and the aggrieved party shall meet and confer on the formal appeal within fifteen (15) days of its filing and at a mutually agreeable time. The President shall communicate in writing to the Association a decision within fifteen (15) days of such meeting.

4. If the grievance is not resolved satisfactorily in Step 3, the aggrieved party may file a written appeal of the President's decision within fifteen (15) days of the decision with the Board of Trustees. The Board of Trustees and the aggrieved party shall meet and confer on the formal appeal within fifteen (15) days of its filing or at the next regularly scheduled meeting of the Board of Trustees. The Board of Trustees acting in regular or special meeting with or without executive session will make a decision within two consecutive regularly scheduled meetings of the Board of Trustees. The Board of Trustees' decision will be communicated to the Association in writing within fifteen (15) days of such action.

5. If the grievance is not resolved satisfactorily to the Association, the Association may submit the grievance to binding arbitration. Arbitration shall be conducted by the American Arbitration Association. If the request for arbitration hereunder is not filed by the Association within fifteen (15) days of the receipt of the Board of Trustees' action, then the grievance shall be deemed to be withdrawn.

Expenses for the arbitrator's services and expenses which are common to both parties of the arbitration shall be borne equally by the employer and the Association. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

The Arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the agreement. His/her authority shall be strictly limited to deciding only the issue(s) presented to him/her in writing by the Employer and the Association and his/her decision must be based solely upon his/her interpretation of the meaning or application of the expressed relevant language of the agreement.

ARTICLE IV
WORKING CONDITIONS

A. Office Hours and Prep Time

1. The term "on-campus" as used in this Article shall include off-campus assigned duties.

2. Each full-time teaching faculty member shall be on campus a minimum of thirty hours per week for the following assigned purposes: preparation for teaching, teaching, student advisement and assistance, curriculum development, committee assignments, assistance in student recruitment and job placement, community services, professional development and other related activities for the benefit of the college. Office hours shall be posted as approved by the appropriate dean.

3. If meetings expressly sanctioned by administrative approval are scheduled during times which do not coincide with the employee's approved semester schedule, the employee may make appropriate temporary adjustments in his/her schedule of non-teaching hours for that week.

4. All full-time professional, non-instructional faculty shall be on campus 37.5 hours per week and shall post office hours as approved by the appropriate dean.

B. Teaching Load

The full-time transfer and vocational instructor load is thirty semester hours per academic year or an equivalent lecture and laboratory load with each lab hour equated at .75 of a lecture hour. Concurrently taught sections shall be considered as the same section for load purposes. Past practices for determining LPN and ADN instructor load shall continue. See Appendix D.

C. Committee Assignments

Where possible, no employee shall be required to serve on more than two (2) standing committees per semester.

D. Number of Students Per Class

The President and Dean of Instruction shall make a reasonable effort with facilities, resources available, and instructor input, when possible, to establish class size commensurate with the needs of the student.

E. Off-Campus Assignments

1. It is understood that the employee's schedule shall be adjusted to allow for travel time for off-campus assignments.

2. The employee may use a college vehicle if available. If the employee uses his/her personal vehicle, the college will reimburse the employee for mileage at the rate of .21¢ per mile for excess miles to a temporary work site.

3. A full-time employee shall have the right to refuse an assignment to a correctional facility. The Administration will discuss with the employee, if desired, other off-campus

assignments. The final determination will be made by the administration.

ARTICLE V
EMPLOYEE EVALUATION

Both parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. Therefore, to this end, the following procedure has been agreed to:

A. Methods

The methods and procedures to be used shall be reviewed by the employer and the Association on an as needed basis. The Association shall be informed of revisions prior to implementation.

B. Frequency of Evaluations

1. Probationary employees shall be fully evaluated at least once each year. Such evaluation shall include all components of the approved evaluation process and shall include a miminum of two classroom evaluations for teaching faculty.

2. Tenured employees shall be fully evaluated a minimum of once every other year. Such evaluation shall include all components of the approved evaluation process except for student evaluations which shall be administered annually each semester for teaching faculty, and shall include a minimum of one classroom evaluation.

3. Should additional classroom evaluations be desired by the administrative supervisor, the reasons shall be shared with the employee and the Division Chairperson.

C. Written Evaluations

A written evaluation shall be prepared by the evaluator. The evaluator will also give a written evaluation of classroom observations. The employee shall receive a copy of each written evaluation which shall be signed and returned to the dean within a week of receipt. The employee shall have the right to answer the evaluation report in writing. Said response shall be attached to and become a part of the report. The signature of the employee means only that the employee has seen the report and shall not be interpreted to mean agreement with the content. Reasons for an unsatisfactory evaluation shall be identified and corrective measures suggested by the evaluator.

D. Classroom Evaluations

All formal classroom evaluations except for laboratory sessions shall be for the entire period (session), and shall be conducted openly. The evaluator shall have received a copy of the employee's course outline or syllabus and other additional requested materials prior to the evaluation visit.

ARTICLE VI
EMPLOYEE DISCIPLINE

Employee Discipline and Reprimand

If an employee is to be disciplined or officially reprimanded by an administrator, he/she shall be entitled to have a representative from the Association present. Disciplining and official reprimanding is to be done in person. The employee shall within fifteen (15) business days of the official reprimand or discipline receive a copy of any written material that is placed in his/her personnel file and may respond to such material in writing. Such response shall be placed in the employee's personnel file. If the employee is asked to sign material placed in the file, he/she will do so within five (5) days. Such signature shall be understood to indicate an awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. Official records of any reprimand or disciplinary action concerning an employee shall be kept in the employee's official personnel file.

ARTICLE VII
EMPLOYEE PERSONNEL FILE

Employee Rights

Employees shall have the right upon request to review the content of their official personnel file. The administration has the right to be present during any review of such file. The employee shall not remove any documents from the file. A representative of the Association may be requested to accompany the employee to such review. Confidential credentials (and related personal references) normally obtained prior to the time of employment are specifically exempted from such review and shall be removed prior to review of the file. An employee may file a response to material placed in the personnel file.

ARTICLE VIII
FRINGE BENEFITS

A. Retirement

1. Employees shall participate in the State Universities Retirement System as required by law. The employee shall pay the employee's contribution to the State Universities Retirement System. The Employer shall pay the Employer's contribution, as required, to the State Universities Retirement System.

2. Upon retirement, the Employer shall compensate the employee at the rate of one-third of a day's pay per accrued sick leave accrued to a maximum of one hundred eighty (180) accrued days of sick leave, equalling a maximum of sixty (60) days pay.

3. In the event of an employee's death, the Employer shall pay a benefit to the employee's estate an amount equivalent to the

amount due the employee had he/she been retiring on the date of death.

B. Group Life Insurance

1. Full-time employees are eligible to participate in the group life insurance program offered by the Employer. The Board pays the premium for employee coverage for the first $12,000.00.

2. Retiring employees shall have the option of remaining with the group life insurance plan at their own expense and in accordance with the carrier's provisions. However, the college will require the retiree to use the State Universities Retirement System's premium deduction plan if coverage is to continue.

C. Group Health and Hospitalization Insurance

1. Group hospitalization insurance is available to each full-time employee of the college. The Board provides payment of the total premium for employee only coverage and one-half (1/2) the total premium for employee/dependent coverage. Changes may be made in insurance carriers/benefits as long as the level of benefits remains substantially the same.

D. Sick Leave

Sick Leave shall accrue at fifteen (15) days per year with unlimited accumulation. Sick leave shall be allowed but not accrued at the rate of one-half day per semester hour assigned during the summer session for teaching faculty. The employee will fill out a sick leave form upon returning to work. The employee will receive a written report from the President's Office of remaining accrued sick leave at the end of each academic year.

E. Personal Days

Two (2) days of personal leave per academic year with full pay will be granted upon written request to the appropriate dean for personal reasons that are essential to attend to at that time. Personal leave days may not be used on days preceding or following vacation days or holidays with the exception of bereavement leave and court appearance. Written request must be made to and approved by the appropriate dean. Reimbursement for unused personal leave days will be made at the end of the fiscal year at the rate of $21.00 per day. Personal leave days do not accrue.

ARTICLE IX
REDUCTION IN FORCE

The President shall notify the Association of any recommendation to the Board of Trustees for reduction in staff prior to a public action and/or announcement.

ARTICLE X
LEAVES

A. Leave of Absence

Upon the recommendation of the college President, the Board of Trustees may grant members of the bargaining unit leaves of absence. Requests for such leaves shall be made through the President.

B. Military Leave

Employees shall be granted leave for compulsory military service.

C. General Absences

If absence is anticipated for professional or health reasons, the employee shall complete the absence forms available in the office of the appropriate dean. In case of sudden illness, the appropriate dean should be notified before 8:00 a.m. of the day to be missed or, if occurring during the day, before the next scheduled class. If a night class is to be missed, the dean should be notified by 3:00 p.m. In case of emergency situations, the instructor shall notify the appropriate dean before the instructor's next scheduled class.

D. Sabbatical Leave

An employee, with less than a doctor's degree, during the sixth consecutive year of employment including credit for leave of absence or during anytime subsequent to six (6) years of employment may apply for (a) one (1) academic year (36 weeks) of sabbatical leave at one-half (1/2) of base salary rate (9 month base) or (b) one (1) semester (18 weeks) at full base salary rate during that semester. When granted, compensation shall be based upon the salary schedule of the academic year in which the leave is taken. Under no conditions, will sabbatical leave be granted to an employee at less than six (6) year intervals of employment.

Recipient granted sabbatical leave shall be required to render at least two (2) years of service upon return from leave. Failure to return for the required time mandates repayment of salary on a pro-rate formula.

The Board of Trustees may grant, upon proper application, one (1) sabbatical leave per academic year.

Applications for sabbatical leave shall be filed with the President no later than April 15 of the year preceding requested leave.

Recipient shall be selected by a committee composed of the President, a dean, an instructor selected by the staff and a Board member. The recipient shall be notified of leave granted no later than May 15 of the preceding year.

Applicants must agree to enroll full-time in a recognized institution of higher education and accredited by the regional accrediting agency, must be accepted by the institution of higher education as enrolled in a graduate program. Applicants in vocational areas may choose to enroll in technical or occupational schools. This work must carry credit hour equivalency and must be related to his/her assignment at Southeastern Illinois College.

The sabbatical leave shall be credited as experience for salary purposes.

Credit for service at the college begins September 1, 1961.

E. Bereavement Leave

Upon approval by the appropriate administrator, all employees shall be allowed three (3) days of absence with pay for each separate occurrence of death in the immediate family. The immediate family is defined to include spouse, mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandparent or grandchild. In the instance of the death of a close friend, employees shall be allowed to use one day of sick leave per year for bereavement purposes. Approved additional time will be deducted from either personal or sick leave upon an employee's decision.

ARTICLE XI
SALARY

A. Full-Time Teaching Employees Salary

1. Employee's salary, exclusive of overload and summer pay, shall be determined by his/her placement upon the salary schedule. (See Appendix A).

2. Employee's initial placement and horizontal advancement on the salary schedule shall be determined as follows:

   a. All hours credited for horizontal salary increments through the masters degree must be in the instructor's teaching field, occupational/vocational education (vocational faculty only), or in secondary education with a concentration in that field of study.

   b. All hours credited for horizontal salary increments after the masters degree must be in the instructor's teaching field or in one of the following programs of study:

      (1) Higher Education
      (2) Secondary Education
      (3) Curriculum and Instruction
      (4) Occupational Education

   To receive credit for hours taken and/or degrees earned in one of these programs of study. the program and courses must be approved by the Dean of Instruction in advance of the course being taken. The Dean of Instruction will use the following guidelines in approving an individual's participation in one of these four programs of study which may be outside the individual's teaching field:

(1) The individual must be accepted into an advanced degree program of study at an accredited university or college.

(2) Hours for which credit is received must come from approved courses in the proposed program.

(3) Courses approved within the program of study for which salary credit will be received must be directly applicable to the improvement of teaching.

Courses taken prior to employment at the college will not be considered for salary purposes after initial placement on the salary schedule has been established.

3. Employee's overload salary shall be overload rate (see Appendix B) per equated semester credit hour in excess of normal yearly teaching load.

4. Employee's summer salary shall be summer rate (see Appendix C) per equated semester credit hour during summer session.

5. Independent study shall be consistent with past practices. The instructor will be compensated in the same manner for completed approved independent study courses at the rate of $20.00 per semester hour.

6. Supervision of internships and on-the-job training experiences which generate credit hours will provide compensation for the instructor in accordance with past practice. (See Appendix D).

B. Full-time Non-Teaching Employees Salary

1. Employee's salary, exclusive of summer pay, shall be determined by his/her placement upon the salary schedule. (See Appendix A).

2. Employee's initial placement and horizontal advancement on the salary schedule shall be determined as follows:

   a. All hours credited for horizontal salary increments through the masters degree for professional Learning Resource Center personnel must be in the educational media field.

   b. All hours credited for horizontal salary increments through the masters degree for Student Services personnel must be in guidance and counseling field.

   c. All hours credited for horizontal salary increments after the masters degree for professional Learning Center personnel must be in the educational media field.

d. All hours credited for horizontal salary increments after the masters degree for Student Services personnel must be in one of the following programs of study:

(1) Educational Psychology
(2) Guidance and Counseling
(3) Measurements and Statistics
(4) Student Personnel in Higher Education
(5) Special Education

To receive credit for hours taken and/or degrees earned in one of these programs of study, the program and courses must be approved by the appropriate dean in advance of the course being taken. The dean will use the following guidelines in approving an individual's participation in one of these four programs of study which may be outside the individual's teaching field:

(1) The individual must be accepted into an advanced degree program of study at an accredited university or college.

(2) Hours for which credit is received must come from approved courses in the proposed program.

(3) Courses approved within the program of study for which salary credit will be received must be directly applicable to the improvement of assignment.

3. Employee's summer pay shall be equal to eight times the summer rate. (See Appendix C).

C. Special Grant Funded Full-Time Employees Salary

1. This section shall apply to all special funded grant employees that:

   a. Are to be employed for a minimum of thirty-six (36) weeks.

   b. Are to be employed for a minimum of thirty (30) hours per week.

   c. Are not otherwise excluded from the bargaining unit.

2. Employee's salary, exclusive of summer pay, shall be determined by his/her placement upon the salary schedule (See Appendix A).

3. Employee's initial placement and horizontal advancement on the salary schedule shall be determined as follows: hours credited for horizontal placement through the masters degree shall be in the field designated in the job description. The maximum hours credit allowed for initial placement and/or horizontal advancement on the salary schedule shall not exceed those hours of training specified in the job description as desirable qualifications of training.

4. Employee's vertical advancement on the salary schedule will allow credit for consecutive years of service in position covered by the bargaining unit.

5. Employee's summer pay shall be equal to eight times the summer rate. (See Appendix C).

D. Stipends

The Association, as the exclusive bargaining representative, has the right to bargain wages, hours, terms and conditions of employment. The Association also recognizes the desirabiltiy to maintain some degree of flexibility concerning all stipends beyond basic salaries. The following shall apply.

1. The Employer shall provide to the secretary of the Association a list of all employees covered by this agreement and their stipends.

2. Changes in stipends may be made by mutual agreement between Employer and employee provided that;

   a. The Association is informed in advance of such discussions.

   b. The Association is informed of the outcome of such discussions.

3. The Employer and employee understand that the Association retains the right to bargain stipends.

E. Schedules

1986-87, 1987-88, 1988-89 (See Appendix A).

ARTICLE XII
NO STRIKE

During the terms of this agreement, no employee covered by this agreement nor the Association shall strike.

ARTICLE XIII
BOARD RIGHTS

Nothing contained herein shall require the Board to bargain matters of inherent managerial policy.

ARTICLE XIV
EFFECTS OF AGREEMENT

The parties acknowledge that during the negotiations of this agreement each had the unlimited right to make proposals with respect to any matter not removed by law or by specific agreement of the parties from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right are set forth in this agreement. Therefore, the Board and Association, for the life of this agreement, each voluntarily and unqualifiedly waive any right which might otherwise exist under law to negotiate over any matter during the term of this agreement except as otherwise specifically provided herein, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

ARTICLE XV
TERMS OF AGREEMENT

This agreement shall be effective the ______day of ____________________, 1986, except as provided otherwise herein and shall remain in full force and effect through the ______day of ____________________, 1989.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _________day of ________________, 1986.

BOARD OF TRUSTEES
COMMUNITY COLLEGE DISTRICT NO. 533
COUNTIES OF GALLATIN, HAMILTON,
HARDIN, JOHNSON, POPE, SALINE,
WHITE AND WILLIAMSON, AND STATE
OF ILLINOIS

SOUTHEASTERN ILLINOIS COLLEGE EDUCATION
ASSOCIATION, HARRISBURG CAMPUS
R.R. 4, COLLEGE DRIVE
HARRISBURG, IL 62946

By:________________________________
R.J. Brenner, Chairman,
Board of Trustees

By:________________________________
Dave Nudo, President
Association

By:________________________________
Grover G. Sloan, Secretary
Board of Trustees

By:________________________________
Sue Beal, Secretary/Treasurer
Association

Appendix A1

SCHEDULE FOR 1986-7:

	BS+0 1	BS+8 2	BS+16 3	BS+24 4	MS+0 5	MS+8 6	MS+16 7	MS+24 8	MS+32 9	MS+40 10	MS+48 11	MS+56 12	PHD 13	
1	17380	17770	18159	18549	18938	19393	19848	20302	20756	21211	21666	22120	22574	1
2	17964	18354	18743	19133	19522	19977	20432	20886	21340	21795	22250	22704	23158	2
3	18548	18938	19327	19717	20106	20561	21016	21471	21924	22379	22834	23289	23742	3
4	19133	19522	19912	20301	20691	21145	21600	22055	22510	22963	23418	23873	24326	4
5	19718	20107	20497	20886	21276	21730	22184	22639	23094	23547	24002	24457	24911	5
6	20302	20692	21081	21471	21860	22314	22769	23223	23678	24132	24586	25041	25496	6
7	20886	21276	21665	22055	22444	22899	23353	23808	24262	24716	25171	25625	26080	7
8	21405	21795	22184	22574	22963	23418	23873	24326	24781	25236	25691	26144	26599	8
9	21924	22315	22704	23094	23483	23937	24392	24846	25301	25755	26210	26664	27118	9
10	22443	22834	23223	23613	24002	24457	24911	25365	25820	26275	26729	27183	27638	10
11	22963	23354	23743	24133	24522	24976	25431	25885	26339	26794	27249	27702	28157	11
12	23482	23873	24262	24652	25041	25496	25950	26404	26859	27313	27768	28222	28677	12
13	24002	24392	24781	25171	25560	26015	26470	26923	27378	27833	28288	28741	29196	13
14	24521	24912	25301	25691	26080	26534	26989	27443	27897	28352	28807	29261	29715	14
15	25040	25431	25820	26210	26599	27054	27508	27962	28417	28872	29325	29780	30235	15
16	25560	25951	26340	26730	27119	27573	28028	28482	28936	29391	29846	30299	30754	16
17	26079	26470	26859	27249	27638	28093	28547	29001	29456	29910	30364	30819	31274	17
18	26599	26989	27378	27768	28157	28612	29067	29520	29975	30430	30884	31338	31793	18
19	26599	26989	27378	27768	28157	28612	29586	30040	30494	30949	31403	31859	32312	19
20	26599	26989	27378	27768	28157	28612	30104	30559	31014	31469	31922	32377	32832	20
21	26599	26989	27378	27768	28157	28612	30104	30559	31533	31988	32442	32896	33351	21
22	26599	26989	27378	27768	28157	28612	30104	30559	32053	32507	32961	33416	33871	22
23	26599	26989	27378	27768	28157	28612	30104	30559	32053	32507	32961	33416	33871	23
24	26599	26989	27378	27768	28157	28612	30104	30559	32053	32507	32961	33416	33871	24
25	26599	26989	27378	27768	28157	28612	30104	30559	32053	32507	32961	33416	33871	25
26	26599	26989	27378	27768	28157	28612	30104	30559	32053	32507	32961	33416	33871	26
27	26599	26989	27378	27768	28157	28612	30104	30559	32053	32507	32961	33416	33871	27
28	26599	26989	27378	27768	28157	28612	30104	30559	32053	32507	32961	33416	33871	28
29	26599	26989	27378	27768	28157	28612	30104	30559	32053	32507	32961	33416	33871	29
30	26599	26989	27378	27768	28157	28612	30104	30559	32053	32507	32961	33416	33871	30

Appendix A2

SCHEDULE FOR 1987-8:

	BS+0 1	BS+8 2	BS+16 3	BS+24 4	MS+0 5	MS+8 6	MS+16 7	MS+24 8	MS+32 9	MS+40 10	MS+48 11	MS+56 12	PHD 13	
1	17972	18389	18805	19222	19639	20125	20612	21099	21584	22071	22557	23044	23529	1
2	18597	19014	19430	19847	20264	20750	21237	21724	22209	22696	23182	23669	24154	2
3	19222	19638	20055	20472	20889	21375	21862	22348	22834	23320	23807	24294	24779	3
4	19847	20264	20680	21097	21514	22000	22487	22974	23459	23946	24432	24919	25404	4
5	20472	20889	21305	21722	22139	22626	23112	23599	24085	24571	25057	25544	26029	5
6	21098	21515	21932	22348	22765	23251	23737	24224	24710	25196	25682	26169	26654	6
7	21723	22140	22557	22974	23390	23876	24362	24849	25335	25821	26308	26794	27281	7
8	22348	22765	23182	23599	24015	24502	24987	25474	25961	26446	26933	27419	27906	8
9	22904	23320	23737	24154	24571	25057	25544	26029	26516	27002	27489	27974	28461	9
10	23459	23877	24294	24710	25127	25613	26099	26586	27072	27558	28044	28531	29016	10
11	24014	24432	24849	25266	25682	26169	26654	27141	27628	28114	28600	29086	29573	11
12	24571	24989	25405	25822	26239	26724	27211	27697	28183	28669	29156	29641	30128	12
13	25126	25544	25961	26377	26794	27281	27766	28253	28739	29225	29711	30198	30684	13
14	25682	26099	26516	26933	27349	27836	28323	28808	29295	29781	30268	30753	31240	14
15	26238	26656	27072	27489	27906	28391	28878	29364	29850	30336	30823	31310	31795	15
16	26793	27211	27628	28044	28461	28948	29433	29920	30406	30893	31378	31865	32351	16
17	27349	27767	28184	28601	29017	29503	29990	30476	30962	31448	31935	32420	32907	17
18	27905	28323	28739	29156	29573	30059	30545	31031	31518	32003	32490	32977	33463	18
19	28461	28878	29295	29711	30128	30615	31101	31587	32073	32560	33046	33532	34018	19
20	28461	28878	29295	29711	30128	30615	31656	32143	32629	33115	33602	34089	34574	20
21	28461	28878	29295	29711	30128	30615	32212	32698	33185	33672	34157	34644	35130	21
22	28461	28878	29295	29711	30128	30615	32212	32698	33740	34227	34713	35199	35685	22
23	28461	28878	29295	29711	30128	30615	32212	32698	34297	34782	35269	35755	36242	23
24	28461	28878	29295	29711	30128	30615	32212	32698	34297	34782	35269	35755	36242	24
25	28461	28878	29295	29711	30128	30615	32212	32698	34297	34782	35269	35755	36242	25
26	28461	28878	29295	29711	30128	30615	32212	32698	34297	34782	35269	35755	36242	26
27	28461	28878	29295	29711	30128	30615	32212	32698	34297	34782	35269	35755	36242	27
28	28461	28878	29295	29711	30128	30615	32212	32698	34297	34782	35269	35755	36242	28
29	28461	28878	29295	29711	30128	30615	32212	32698	34297	34782	35269	35755	36242	29
30	28461	28878	29295	29711	30128	30615	32212	32698	34297	34782	35269	35755	36242	30

Appendix A3

SCHEDULE FOR 1988-9:

	BS+0	BS+8	BS+16	BS+24	MS+0	MS+8	MS+16	MS+24	MS+32	MS+40	MS+48	MS+56	PHD	
	1	2	3	4	5	6	7	8	9	10	11	12	13	
1	18387	18829	19271	19712	20154	20670	21186	21701	22216	22732	23248	23763	24278	1
2	19050	19492	19934	20375	20817	21333	21849	22364	22879	23395	23911	24426	24941	2
3	19713	20154	20596	21038	21480	21995	22511	23027	23542	24057	24573	25089	25603	3
4	20375	20817	21259	21700	22142	22658	23174	23689	24204	24720	25235	25751	26266	4
5	21038	21479	21921	22363	22805	23320	23836	24352	24867	25382	25898	26414	26928	5
6	21700	22142	22584	23026	23467	23983	24499	25015	25530	26045	26561	27076	27591	6
7	22364	22806	23248	23689	24131	24646	25161	25677	26193	26708	27223	27739	28254	7
8	23027	23468	23910	24352	24794	25308	25824	26340	26956	27370	27886	28402	28918	8
9	23689	24131	24573	25015	25456	25972	26487	27002	27518	28033	28549	29064	29580	9
10	24278	24720	25161	25603	26045	26561	27076	27591	28107	28623	29138	29653	30169	10
11	24867	25310	25751	26193	26635	27149	27665	28181	28697	29211	29727	30243	30757	11
12	25455	25898	26340	26782	27223	27739	28254	28769	29285	29801	30316	30831	31347	12
13	26045	26488	26930	27371	27813	28328	28843	29359	29874	30390	30905	31420	31936	13
14	26634	27076	27519	27960	28402	28918	29432	29948	30464	30978	31494	32010	32526	14
15	27223	27665	28107	28549	28990	29506	30022	30536	31052	31568	32084	32598	33114	15
16	27812	28255	28697	29138	29580	30095	30610	31126	31641	32157	32672	33188	33703	16
17	28401	28843	29285	29727	30169	30685	31199	31715	32231	32746	33261	33777	34293	17
18	28990	29433	29875	30317	30759	31273	31789	32305	32819	33335	33851	34365	34881	18
19	29579	30022	30464	30905	31347	31863	32377	32893	33409	33924	34439	34955	35471	19
20	30169	30610	31052	31494	31936	32452	32967	33482	33998	34513	35029	35544	36060	20
21	30169	30610	31052	31494	31936	32452	33556	34072	34586	35102	35618	36134	36648	21
22	30169	30610	31052	31494	31936	32452	34144	34660	35176	35692	36206	36722	37238	22
23	30169	30610	31052	31494	31936	32452	34144	34660	35765	36280	36796	37311	37827	23
24	30169	30610	31052	31494	31936	32452	34144	34660	36354	36869	37385	37901	38416	24
25	30169	30610	31052	31494	31936	32452	34144	34660	36354	36869	37385	37901	38416	25
26	30169	30610	31052	31494	31936	32452	34144	34660	36354	36869	37385	37901	38416	26
27	30169	30610	31052	31494	31936	32452	34144	34660	36354	36869	37385	37901	38416	27
28	30169	30610	31052	31494	31936	32452	34144	34660	36354	36869	37385	37901	38416	28
29	30169	30610	31052	31494	31936	32452	34144	34660	36354	36869	37385	37901	38416	29
30	30169	30610	31052	31494	31936	32452	34144	34660	36354	36869	37385	37901	38416	30

APPENDIX B

OVERLOAD RATES

1. 1986-87 - $365.00 per adjusted teaching hour.
2. 1987-88 $380.00 per adjusted teaching hour.
3. 1988-89 $400.00 per adjusted teaching hour.

APPENDIX C

SUMMER RATES

1. 1986-87 - $390.00 per adjusted teaching hour.
2. 1987-88 - $405.00 per adjusted teaching hour.
3. 1988-89 - $425.00 per adjusted teaching hour.

APPENDIX D

PAST PRACTICES

Past Practices for LPN Instructors

1. LPN past practices defined as follows:

   a. All full-time instructors teaching in the LPN program to be assigned to a combination of lecture, lab, clinical, and non-teaching campus duties of thirty (30) hours per week; and

   b. To teach during necessary altered semester calendars not to exceed an eighteen week (18) week semester and an eight (8) week summer semester session as approved by the administration, and as deemed necessary for scheduling of clinical days and completion of courses for students to take state board exams in a timely manner; and

   c. To include clinical assignments in area hospitals, medical centers, and nursing homes as a portion of the regular teaching load as assigned by the LPN Director and approved by the appropriate Dean; and

   d. For purpose of pay, full-time summer assignments will be considered as an eight (8) semester hour load.

2. ADN past practices defined as follows:

   a. All full-time instructors teaching in the ADN program to be assigned to a combination of lecture, lab, clinical, and non-teaching campus duties of thirty (30) hours per week; and

   b. To teach during the necessary altered semester calendars known as the SICCM Calendar when approved by the SIC administration; and

   c. To include clinical assignments in SICCM area hospitals, medical centers, and nursing homes as a portion of the regular teaching load as assigned by the SICCM Director and approved by the appropriate SIC Dean.

001648

CONTRACT

Between The

SPOON RIVER COLLEGE FACULTY ASSOCIATION

And The

SPOON RIVER COLLEGE BOARD OF TRUSTEES

For

1986-87 and 1987-88

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RECOGNITION

The board of trustees of Spoon River College District #534, hereinafter referred to as the board, recognizes the Spoon River College Faculty Association (IEA/NEA), hereinafter referred to as the association, as the sole and exclusive bargaining agent for all full-time instructional personnel, hereinafter referred to as employees.

The board agrees not to bargain or consult with any other faculty organization, individual faculty member, or group of faculty members, with regard to bargaining for the duration of this contract.

SECTION I

EMPLOYEE AND ASSOCIATION RIGHTS

A. Policy on Non-discrimination

The policy on non-discrimination as described in the Policies and Procedures Manual, approved 28 October 1980, and as amended in Section 2.1.3 will be continued throughout the duration of this contract.

B. Academic Freedom

The policy on academic freedom as described in the Policies and Procedures Manual, approved 28 October 1980, and as amended in Section 2.1.6 will be continued throughout the duration of this contract.

C. Materials Development

Any materials developed by an instructor on his/her own time become the property of the instructor for educational use, copyright, or publishing purposes. The college will be reimbursed by the instructor for any materials and for facility and staff usage associated with any commercial materials development, with the amount to be determined by the institution and the employee.

D. Dues Deduction

The board shall deduct from each association member's pay, the current dues of the association, the amount of which shall annually be certified by the association. Such deductions shall be made in consecutive, substantially equal, bi-weekly installments, beginning with the first pay date in October and ending with the second pay date in May. All dues deducted by the college shall be remitted as directed by the association, no later than the first of the month after such deductions are made. Payroll deduction authorizations will be secured from each member at initial enrollment and be filed in the business office.

E. Right of Representation

When an association member is required to appear before the board or the administration concerning the continuation of employment, s/he shall be entitled to have a representative(s) of the association present. Further, when an employee is required to appear before the board, the employee shall be advised in writing of the reason(s) for the requirement.

F. Personnel File

No document of a negative nature shall be placed in any staff member's file without the staff member's knowledge. The staff member shall receive a copy of all such material and shall have the opportunity of entering the refuting documents. Access to personnel files, excluding confidential materials as defined by the Buckley Amendment, shall be provided to the individual and/ or his/her authorized representative and appropriate administrators of the college.

The staff member shall be allowed to have placed in his/her personnel file information relating to the staff member's academic and professional accomplishments. Staff members are encouraged to place information of a positive nature indicating special achievements, research performance and contributions of an academic, professional, or civic nature in their personnel files. No employee will be disciplined or reprimanded without just cause.

SECTION II

LEAVES

A. Sick Leave

Each employee shall be entitled to fifteen (15) paid sick leave days per academic year credited as per institutional policy except as reduced for the sick leave bank as explained in paragraph two of this section. The fifteen (15) days will be credited on the first day of each academic year and shall accumulate to 200 days, which shall be used as full or half-day allotments. A full day of sick leave will be charged to an employee whenever anything more than 50 percent of his/her job responsibilities on a given day are unfulfilled because of illness. Likewise, a half day of sick leave will be charged whenever 50 percent or less of an employee's job responsibilities on a given day are unfulfilled because of illness. Sick leave shall be interpreted to mean personal illness or illness in the immediate family or member of the household. The immediate family, for purposes of this provision, will include spouse, son, daughter, and any other relative who resides within the faculty member's home. Should serious illness or hospital confinement befall an employee's mother, father, sister, brother, mother-in-law, father-in-law, grandparents, grandchild, or foster parents, sick leave may be used.

A sick leave "bank" controlled by the executive committee of the association and the chief financial officer will be continued with existing days from the 1985 contract carried into this contract. The bank will have a maximum of eighty (80) days and will be replenished to the maximum eighty (80) days whenever it falls to a number that would allow drawing one (1) day from the sick leave of each employee covered under this contract. Employees who have exhausted their accumulated personal sick leave may make reasonable withdrawals following approval of a request presented to the executive committee of the association. The chief financial officer will be notified of the decision. The maximum allowance during an academic year for any one person will be sixty (60) days.

Should a holiday, emergency closure, or a day otherwise not worked by the employee occur during any period of sick leave used by an employee, such day(s) will not be charged against the accumulated total of the aforementioned employee. Absence of an employee due to pregnancy related disability, if certified by a physician, will be allowed as sick leave.

Full-time faculty who are teaching summer school will be allowed two sick days during the summer contract with a requirement that arrangements be made with students to make up the missed classroom time.

B. Personal Leave

The college shall grant each employee two (2) days per academic year of personal leave without loss of pay. Except in the case of an emergency, written advance notice of personal leave shall be submitted as soon as possible to the appropriate supervising administrator. The employee will not be required to state a reason for the personal leave. Personal days that are not used during the academic year will be added to the accumulated yearly sick leave.

C. Bereavement Leave

In the case of any death within the immediate family (as defined in Provision A, plus parents, mother-in-law, and father-in-law) the employee will be entitled to three (3) days leave beginning the day of or the day after the death, subject to the wishes of the employee. One (1) day leave shall be granted for funerals in case of death of other family members or close friends. Up to three (3) additional days may be granted for the immediate family to be deducted from sick leave.

D. Association Leave

The association will be allowed to send a representative(s) to a regional, state, or national conference on association leave, without loss of pay. A maximum of two (2) employees will be allowed up to two (2) days of association leave each academic year.

E. Jury Duty

An employee called for jury duty or subpeonaed to attend court will be granted leave with pay. The college will pay the difference between one (1) day's salary and the money received for jury duty for each college day on jury duty. The college has the right to request the release of the employee from jury duty or court appearance, if permitted by law.

F. Military Leave

An employee will be granted leave of absence to enlist in the armed forces or approved alternate service. The leave will apply only to initial enlistment and not to additional voluntary service. The college will reemploy the employee in a position comparable to the original one.

An employee in the armed forces reserve or national guard will receive up to fifteen (15) days per year military leave with pay for emergency duty service. Any such leave taken during the academic year must be preceded by a letter from his/her commanding officer to the chief instructional officer of the college, stating that the period of duty could not be changed. The college shall pay the employee the difference in pay received from the government, subtracted from his/her regular monthly pay for leaves during the academic year only.

Members of the Illinois National Guard will be granted leave without pay when engaged in active duty for the state.

G. Leaves of Absence

Leaves of absence may be granted by the board for employees for professional development. A child care leave shall be granted following application, the beginning and ending dates of which shall be mutually agreed upon between employee and supervisor. A pregnant female shall be granted a child care leave upon application to commence at the termination of the disability period due to pregnancy. Such leave shall not exceed one year's duration except that under unusual circumstances, the board may reconsider requests for longer periods. Employees on such leave will receive a written statement by early December of their year's leave that they must notify the college by no later than January 15 of their intent to return. Employees refusing to make such a commitment by January 15 will be notified that their eligibility to return at the end of their leave of absence has been terminated. Should the employee indicate an intent to return, a contract or, in the case of a tenured person, a statement of employment and salary will be sent with notification that it is to be returned no later than March 15. The college will reemploy the employee in a comparable position for which s/he is qualified as determined by the college.

H. Leaves of Absence for Other Reasons

Leaves of absence for other reasons may be granted to employees in order to attend such events as professional meetings, consulting assignments, community activities where representation of the college employee is required, or other justifiable causes. The employee shall notify the appropriate administrator of the impending absence and, upon approval, shall make all necessary arrangements to fulfill his/her assigned responsibilities during the period of absence. Arrangements such as these must be approved by the appropriate administrator and shall not cause any interferences in the normal educative process.

I. Sabbatical Leave

The policy on sabbatical leave as described in the Policies and Procedures Manual, approved 28 October 1980 and as amended April 1986 in Section 2.6.7 through 2.6.7.4 will be continued throughout the duration of this contract.

SECTION III

EMPLOYMENT CONDITIONS

A. Faculty Load

1. The teaching load for full-time teaching faculty (employees) is thirty (30) instructor credit hours per academic year. Instructor credit hours shall be defined as the following ratios:

a. One (1) scheduled lecture hour per week per semester equals one (1) instructor credit hour.

b. Two (2) scheduled laboratory hours per week per semester equal one (1) instructor credit hour.

c. Whenever a section has more than one (1) assigned employee, the number of instructor credit hours shall be divided by the number of employees administratively assigned to that section according to the ratio of their respective responsibilities.

d. In the laboratory sciences of physical, biological, and agricultural sciences (AMT 130, AMT 135, AG 102, and AG 103) the employee shall receive one-half (1/2) instructor credit hour for each lab preparation when the lab meets at least once each week every week during an academic semester. For evening classes, the employee shall receive the number of credit hours for lab preparation, not to exceed the number given for the same day classes.

2. Non-teaching employees shall work forty (40) hours per week during the academic year. The days of the week and the hours of the day to be worked during this time will be assigned by the appropriate administrators. Such days will include, but not be limited to, all instructional days, professional days, final examination days, and commencement. All additional hours and days to that specified above will be determined and assigned by each respective supervisor. Work may be assigned when the college's administrative offices are not normally open for business, e.g., Saturday. When work is scheduled at these times, each employee's weekly work schedule will be adjusted by mutual agreement so as not to exceed forty (40) hours of work.

3. For all non-teaching instructional projects over and above the normal teaching load, one (1) credit hour shall be defined as forty (40) hours of work.

4. All teaching employees are required ten (10) on-campus hours per week in addition to their assigned classroom responsibilities. The on-campus hours will be posted as part of the employees' schedules, and the on-campus hours may be used for committee assignments, student conferences, club advising, LRC research or study, office hours, and other job-related activities.

5. The full load for employees in the open lab will be twenty (20) hours per week. Open labs include OSC, reading, math, developmental labs, and any other new open labs established.

   For employees who are assigned semester hour courses as well as open lab teaching, the load will be determined by calculating the percentage of load in each category.

6. Nursing loads shall be computed as outlined in Section III, A.1.

B. On-the-Job Training

On-the-job training will be calculated at .07 x number of students x semester hours of course = instructor credit hours.

C. Overload

1. Assignment of Overload

   a. If a full-time employee is assigned more than thirty (30) credit hours for the academic year, s/he will receive 1/30th his/her academic yearly salary for each instructor credit pay hour beyond thirty (30).

2. Voluntary Overload

   a. An instructional administrator may request that an employee consider teaching courses beyond his/her assigned load at the rate of 1/30 of Year 1, Column C, of the salary schedule.

   b. An employee may request to teach courses beyond his/her assigned load. The approval or disapproval of the request shall be made by the supervising administrator and, if approved, the faculty member shall receive the rate of 1/30 of Year 1, Column C, of the salary schedule.

   c. Employees may agree to teach general studies credit and non-credit classes at the rate established by the board for part-time employees.

D. Summer School

At the time that the summer school schedule is developed, the full-time contractual instructors will be offered the appointment first for those classes for which they are qualified. Acceptance or rejection of the appointment will be made within ten (10) working days of the offer. The acceptance of the summer appointment will be via the signing of a contract for the class or classes for which the offer is made.

1. Instructors assigned to classes which are a required part of a degree or certificate occupational program will be paid at the rate of 1/30 his/her academic yearly salary for each instructor credit pay hour.

2. Full-time contractual instructors who are appointed to non-required classes for the summer session will be compensated for summer instruction at 1/30 his/her academic yearly salary for classes of twelve (12) or more based upon the number of students enrolled at the end of drop-add day. Classes of eleven (11) or fewer may be cancelled by administrative action or will be taught by independent study with payment based on the board approved rate or will be taught by part-time staff if the full-time contractual instructor refuses the independent study appointment.

3. Instructors working in open labs will be paid 1/30 his/her academic yearly salary for each twenty (20) hours.

SECTION IV

SALARY AND FRINGE BENEFITS

Salary

The employment policy at Spoon River College will be to hire the most competent and best qualified employee available, within the college's fiscal means. An effort will be made to secure and maintain a reasonable number of employees with advanced training beyond the master's degree in those areas where deemed beneficial. Likewise, in certain vocational and technical fields where adequate experience might be of prime importance, the level of formal education acceptable for employment might be less than the baccalaureate degree or its equivalent.

In all cases, competency in the areas of responsibility and the ability to create effective learning situations will constitute the major qualifications sought in employees. Conditions of the salary and fringe benefits are as follows:

A. Salary Schedule

The salary schedule in force is based on an index of 1.00 for beginning employees with a master's degree. Vertical increments of .057 are allowed for each year of experience. Horizontal increments of .057 are allowed for each fifteen (15) hours of education, or the equivalent as defined by the schedule column heading. For the year 1986-87, the taxable base (1.00) corresponds to a salary of $14,201. For the year 1987-88, the taxable base (1.00) corresponds to a salary of $14,769.

B. Board Paid Tax-Sheltered Retirement

In addition to the taxable salary paid according to the salary schedule, Appendices A and B, it has been agreed that the board shall pay the tax-sheltered retirement contribution of each employee.

C. Schedule Placement

Employee placement on the salary schedule will be as follows:

1. All employees with a master's degree or more or the equivalent in hours in the subject area taught will be placed on the schedule according to education and allowed prior teaching and/or related occupational experience. After initial placement, no additional prior training, semester hours or experience will be recognized for salary purposes.

2. No new full-time employee teaching college transfer courses will be employed with less than a master's degree in the subject area taught.

3. Employees with less than a master's degree will be placed on the schedule according to Provisions D and E which follow.

D. Credit for Prior Experience

1. Prior teaching experience in the field will be credited at the rate of one (1) vertical step per year up to seven (7) years for all incoming employees. Credit for teaching experience beyond seven (7) years will be by agreement between the new employee and the chief instructional officer.

2. For employees in occupational areas, directly related work experience and prior teaching will be credited up to seven (7) years for the purpose of vertical placement. Credit for work experience and/or teaching experience beyond seven (7) years will be by agreement between the new employee and the chief instructional officer.

3. Horizontal placement for all employees shall be in accordance with provision C.1 above.

E. Credit for Training or Education

1. Each employee will be advanced horizontally on the schedule one (1) step for each fifteen (15) earned credits. Earned credits must be previously approved by the appropriate administrator and may be obtained from the following sources:

   a. Regionally accredited institutions' graduate courses in the teaching field or closely related area

      one (1) semester hour credit = one (1) earned credit

   b. Regionally accredited institutions' undergraduate courses in the teaching field or closely related area

      three (3) semester hours credit = two (2) earned credits

   c. Workshops or technical training sessions

      sixteen (16) workshop contact hours = one (1) earned credit

   Employees must have completed an associate degree or beyond before they may qualify for horizontal salary movement. Employees without a master's degree will be limited to one (1) horizontal step.

2. An employee will be advanced horizontally on the salary schedule in accordance with approved additional study. Credit for horizontal movement will be given when the contract or salary notice is written except that credit for summer work completed prior to the opening of the fall semester will be credited on the contract for that year. In all cases, official transcripts must be furnished to the appropriate administrator before credits will be granted. All earned credits to be used for movement on the salary schedule must be submitted to the chief instructional officer no later than September 1 of the year with the notice that they are to be used for horizontal movement on the salary schedule.

F. Additional Salary Schedule Conditions

1. The chief instructional officer will determine prior work/teaching experience of newly appointed employees. S/he may seek the recommendations of others in doing so.

2. Before a contract is signed, the chief instructional officer will provide the new employee with a copy of the most recent contract and will inform the association chairman of the appointment and salary placement of the new employee.

3. All semester hours beyond the master's degree earned for placement on the salary schedule must be graduate level.

4. The attached salary schedule is for the 1986-87 academic year. An academic year is defined as the number of class days as described by the college calendar for fall and spring semester each academic year, from the in-service day preceding the fall semester through commencement immediately following the spring semester, including the employee in-service day during the spring semester.

5. An employee will be advanced through the steps of the salary schedule provided s/he has completed in the previous four-year period, a minimum of three (3) semester hours of approved study. The three (3) hours must have been approved by the appropriate administrator and must be completed prior to the beginning of the academic year.

6. Credit may be given for training that is not equated in semester hours. Credit may be given for attending workshops, technical training sessions, special summer courses, etc. This credit will be equated as one (1) semester hour credit for sixteen (16) verified contact hours. The chief instructional officer or a designee will evaluate and assign the semester hour credit. Any training of this nature must have the prior approval of the chief instructional officer or a designee and will be used for salary advancement.

7. Absence of a faculty member during teaching days for any reason not covered by leave policies will cause a reduction in the contractual salary in proportion to the number of days in the academic year.

G. Innovative Practices

Different class or schedule arrangements that have the mutual approval of the college and the employee may be assigned as requested by either an employee or the college.

H. Technology

The utilization of new technology that results in different or innovative class or schedule arrangements that have the mutual approval of the college and the employee may be assigned as requested by either a faculty member or by the college.

I. Insurance

1. Medical/Dental/Optical Coverage

   a. The board will continue the self-insured insurance program throughout the duration of the contract. The specifications of said insurance are found in Appendix C of this contract and shall not be less than these specifications.

   b. The board will fully fund the self-insured insurance program. All monthly premiums will be remitted on a monthly basis to a trust account at a local bank. Monies will only be used to pay medical/dental/optical claims of eligible employees of SRC. Any excess or unused monies will be invested and will be used by the college for medical/dental/optical insurance purposes.

   c. The board will pay 100 percent of the cost of the employee and his/her dependent medical/dental/optical insurance for the duration of the contract. The monthly contribution level, to a self-insured insurance program, will be not less than $180 per month. The board will pay an amount equivalent to that contribution made for the dependent medical/dental/optical insurance for any employee electing not to receive dependent coverage. This amount will be applied to a tax-sheltered annuity in his/her name. The individual medical/dental/optical insurance monthly contribution shall not be less than $77.45 per month.

   d. A committee composed of the following will meet monthly to monitor the self-insured insurance program.

      1. Two (2) faculty members (elected or appointed by SRCFA)

      2. Two (2) classified staff members (elected or appointed by classified staff association)

      3. Two (2) administrators (appointed by SRC President, one of whom will be the chief financial officer)

      4. Two (2) members of professional support staff (appointed by SRC President)

2. Any new medical/dental/optical insurance program shall have the approval of the SRCFA executive committee and the chief financial officer.

3. Term Life Insurance

   The board shall provide term life insurance for each employee in the amount of two times their base contractual salary.

4. Retirees shall have the option to purchase any or all available insurance benefits.

J. Bookstore

Each employee will be allowed to purchase all bookstore items at 10 percent discount.

K. Tuition Reimbursement

Every full-time employee who takes a course approved by the chief instructional officer or, when appropriate, the dean of student services, will be reimbursed one-half (1/2) of the tuition at state university rates. If an employee takes a course from a private college and the same course cannot be secured from a public college, the college will pay one-half (1/2) the private college rate.

L. Variable Tuition for Dependents

Full-time employees may attend courses at Spoon River College at a variable tuition rate of one (1) dollar per credit hour. The immediate family of all employees of the college shall be included under the same policy, provided, however, all family members, shall be subject to the same rules and regulations and entrance requirements as the regular students of the college. Immediate family members, for purposes of this benefit, shall include the spouse of any employee and any dependent child.

M. Mileage

The college shall provide mileage reimbursement to each employee at the college-approved rate for each mile driven for the following purposes: travel for any official business of the college and/or travel done on behalf of or resulting from reasonable execution of performance of duties of the employee as approved by the appropriate administrator.

SECTION V

EMPLOYEE EVALUATION

The policy on employee evaluation will be as described in the Policies and Procedures Manual, approved 28 October 1980, and as amended May 1986 throughout the duration of this contract.

SECTION VI

GRIEVANCE PROCEDURE

The grievance procedure will be as follows:

A. Definitions

1. A grievance is a complaint arising out of the violation of one or more of the express provisions of this agreement.

2. College days, as used in this procedure, shall mean any day on which college offices are open for normal business, not including Saturdays, Sundays, or scheduled holidays.

3. A grievant shall be a full-time employee who lodges an allegation or complaint through the association.

B. Rights of the Grievant

The grievant may be represented by the association, should said request be made to the association and the association agree to bear said responsibility. If the grievant chooses to have the association represent him/her, then said representation may not be revoked during the entire grievance process nor may the grievant resubmit the grievance to represent himself/herself.

C. Other Conditions

1. A grievance shall be lodged at its point of origin, and the general procedure relating to that step shall apply, including the right to appeal.

2. No formal meetings or hearings of any grievance may be conducted by the college without notification to the association.

3. The filing of any grievance or appeal from any step of this grievance procedure shall be accomplished within the time limits specified, and in the event such is not done, the grievant will not be able to appeal this specific grievance to any additional steps. The time limits may be extended upon the mutual written agreement of both parties. Failure to communicate a decision at any step of this grievance procedure within the specified time limits shall permit it to be advanced to the next step of the procedure, unless a longer period is established by mutual written consent.

4. Hearings and/or meetings under this procedure shall be conducted at a time and place that will afford a fair and reasonable opportunity for all persons, including witnesses, to be present.

5. The grievant shall state the grievance in writing.

6. A grievance may be withdrawn without prejudice at any step. A grievance, once withdrawn, may not be reinstated.

7. Legal council and/or an IEA representative will be permitted to participate in any meetings held. If the board holds a meeting with the grievant, the legal council or IEA representative will be permitted directly to question or cross examine witnesses.

8. No reprisals will be taken by the board or the administration against any employee because of the employee's participation in a grievance.

D. Grievance Steps

Step 1: In the event that an employee or employees believe that they have a basis for a grievance, they will first informally discuss the grievance with the appropriate administrative officer in charge of that area to which the grievance relates. The grievant may request that the local association representative accompany him/her to this meeting.

Within thirteen (13) months after the occurrence or condition giving rise to the grievance, the grievant shall present a grievance at the lowest administrative level having authority to dispose of the grievance. The administrative representative shall, within twenty (20) college days after receipt of the grievance, investigate said grievance, convene a meeting at which the grievant may present the grievance, and submit a written response with reasons to the grievant.

Step 2: If the grievance is not resolved to the satisfaction of the grievant or the grievant's designee, the party may appeal the decision to the president or his/her authorized designee; however, no grievance may be processed at this step or at any subsequent step unless it has been filed with the president of the college within fifteen (15) college days after receipt of the written decision of the administrator at Step 1. The president or his/her authorized designee shall have fifteen (15) college days after receipt of a written grievance to investigate the matter, convene a meeting at which the grievant may present the grievance, and submit a written response with reasons to the grievant.

Step 3: If the grievance is not resolved to the satisfaction of the grievant or the grievant's designee in Step 2, the grievant or his/her designee may, within ten (10) college days after receipt of the written decision of the president or his/her designee, submit a written appeal to the appeals committee. The appeals committee shall be composed of three (3) persons consisting of the following:

a. One (1) member of the board mutually agreed upon by the grievant or that person's designee and the president. Said trustee shall be identified by the following procedure: A coin shall be tossed by an independent party; the winner of said toss shall be eligible to strike the name of one member of the board from the list of seven (7). The student member of the board shall be excluded from this process. After this action has been completed, the administrator or employee, depending upon who did not win said coin toss, shall strike a subsequent name, and they shall do this in sequence until only one name remains. This individual shall be the trustee to serve on the appeals committee. If for any reason the individual chosen cannot serve on the appeals committee, then a second coin toss shall be held to determine whether the fifth or sixth remaining name of a member of the board shall serve on the appeals committee.

b. One (1) administrator selected by the president. The administrator may be the president or any other administrator of his/her choosing.

c. One (1) member selected by the grievant or, in the case where s/he is represented by the association, by said association.

A meeting of the appeals committee will be called by the administrative member of the committee within fifteen (15) college days after receiving the written request from the grievant or the person's designee. The appeals committee shall review both the administrative and the grievant positions and may have meetings to gather additional information. If the grievance is resolved to the satisfaction of the grievant, the resolution will be provided in writing to both parties. If the resolution is not resolved to the satisfaction of the grievant, the grievant may proceed to the next step in the grievance process.

Step 4: If the grievance is not resolved to the satisfaction of the grievant or the grievant's designee in Step 3, the grievant or the grievant's designee may within fifteen (15) college days after receipt of the written decision of the appeals committee submit an appeal to the board. A copy of the appeal will be given to the president. However, the appeal as written by the grievant, will be given to each member of the board. The board may within thirty (30) college days after receipt of such appeal convene a meeting at which the grievant or the grievant's designee may present the grievance. The board, within five (5) college days after this meeting, shall give the grievant or the grievant's designee its written decision. Regardless, the board will give the grievant its written decision within thirty-five (35) college days of receipt of the written appeal.

Step 5: If the grievance is not resolved to the satisfaction of the grievant or the grievant's designee in Step 4, the grievant or the grievant's designee may within fifteen (15) college days after receipt of the written decision of the appeals committee submit the grievance to final and binding arbitration through the American Arbitration Association, which will act as the administrator of the proceedings. If a demand for arbitration is not filed within fifteen (15) college days, then the grievance will be deemed withdrawn.

SECTION VII

LAYOFF AND RECALL

Should a layoff of employees ever become necessary, the procedure will follow that outlined in the Public Community College Act, School Code No. 122.103, Tenure Act.

SECTION VIII

A. Complete Understanding

The terms and conditions of this contract may be modified through the written mutual consent of the parties.

B. Revision of Contract

If any provision of this contract is found to be in violation of state or federal law, that provision only will be renegotiated to bring it into compliance.

C. Term of Contract

The implementation date of this contract is 1 September 1986. Upon demand by either party prior to 31 March 1988, bargaining will commence in good faith on the entire contract for the 1988-89 academic year. The terms of this contract will be in effect until the beginning of the academic year 1988. The association will not strike during the term of this contract.

Signed this Sixth day of November, 1986.

For the Spoon River College Faculty Association

Robert L. Harland

Robert L. Harland
Negotiations Chairman

Martha C Strode

Martha C. Strode
Association Chairman, 1985-86

Bonita R. Stine

Bonita R. Stine
Association Chairman, 1986-87

Gary T. King

Gary T. King

Robert Owen

Robert Owen

Brian Telander

Brian Telander

A. Sandra Weeks

A. Sandra Weeks

For the Board of Trustees of Spoon River College Dist. #534

Lowell B. Fisher

Lowell Fisher
Chairman

APPENDIX A

SALARY SCHEDULE 1986-87

Taxable Base Salary of $14,201

ar	B.S.	BS + 15	M. A.	MA + 15	MA + 30	MA + 45	MA + 60	DOC
1	0.886 13,676	0.943 14,556	1.000 15,436	1.057 16,316	1.114 17,196	1.171 18,076	1.228 18,955	1.285 19,835
2	0.943 14,556	1.000 15,436	1.057 16,316	1.114 17,196	1.171 18,076	1.228 18,955	1.285 19,835	1.342 20,715
3	1.000 15,436	1.057 16,316	1.114 17,196	1.171 18,076	1.228 18,955	1.285 19,835	1.342 20,715	1.399 21,595
4	1.057 16,316	1.114 17,196	1.171 18,076	1.228 18,955	1.285 19,835	1.342 20,715	1.399 21,595	1.456 22,475
5	1.114 17,196	1.171 18,076	1.228 18,955	1.285 19,835	1.342 20,715	1.399 21,595	1.456 22,475	1.513 23,355
6	1.171 18,076	1.228 18,955	1.285 19,835	1.342 20,715	1.399 21,595	1.456 22,475	1.513 23,355	1.570 24,235
7	1.228 18,955	1.285 19,835	1.342 20,715	1.399 21,595	1.456 22,475	1.513 23,355	1.570 24,235	1.627 25,114
8	1.285 19,835	1.342 20,715	1.399 21,595	1.456 22,475	1.513 23,355	1.570 24,235	1.627 25,114	1.684 25,994
9	1.342 20,715	1.399 21,595	1.456 22,475	1.513 23,355	1.570 24,235	1.627 25,114	1.684 25,994	1.741 26,874
0	1.399 21,595	1.456 22,475	1.513 23,355	1.570 24,235	1.627 25,114	1.684 25,994	1.741 26,874	1.798 27,754
11	1.456 22,475	1.513 23,355	1.570 24,235	1.627 25,114	1.684 25,994	1.741 26,874	1.798 27,754	1.855 28,634
12		1.570 24,235	1.627 25,114	1.684 25,994	1.741 26,874	1.798 27,754	1.855 28,634	1.912 29,514
13			1.684 25,994	1.741 26,874	1.798 27,754	1.855 28,634	1.912 29,514	1.969 30,393
14					1.855 28,634	1.912 29,514	1.969 30,393	2.026 31,273
15						1.969 30,393	2.026 31,273	2.083 32,153
16							2.083 32,153	2.140 33,033

APPENDIX B

SALARY SCHEDULE 1987-88

Taxable Base Salary of $14,769
4 % Increase on Base

Year	B.S.	BS + 15	M.A.	MA + 15	MA + 30	MA + 45	MA + 60	DOC
1	0.886 14,223	0.943 15,138	1.000 16,053	1.057 16,968	1.114 17,883	1.171 18,798	1.228 19,713	1.285 20,628
2	0.943 15,138	1.000 16,053	1.057 16,968	1.114 17,883	1.171 18,798	1.228 19,713	1.285 20,628	1.342 21,543
3	1.000 16,053	1.057 16,968	1.114 17,883	1.171 18,798	1.228 19,713	1.285 20,628	1.342 21,543	1.399 22,458
4	1.057 16,968	1.114 17,883	1.171 18,798	1.228 19,713	1.285 20,628	1.342 21,543	1.399 22,458	1.456 23,373
5	1.114 17,883	1.171 18,798	1.228 19,713	1.285 20,628	1.342 21,543	1.399 22,458	1.456 23,373	1.513 24,288
6	1.171 18,798	1.228 19,713	1.285 20,628	1.342 21,543	1.399 22,458	1.456 23,373	1.513 24,288	1.570 25,203
7	1.228 19,713	1.285 20,628	1.342 21,543	1.399 22,458	1.456 23,373	1.513 24,288	1.570 25,203	1.627 26,118
8	1.285 20,628	1.342 21,543	1.399 22,458	1.456 23,373	1.513 24,288	1.570 25,203	1.627 26,118	1.684 27,033
9	1.342 21,543	1.399 22,458	1.456 23,373	1.513 24,288	1.570 25,203	1.627 26,118	1.684 27,033	1.741 27,948
10	1.399 22,458	1.456 23,373	1.513 24,288	1.570 25,203	1.627 26,118	1.684 27,033	1.741 27,948	1.798 28,863
11	1.456 23,373	1.513 24,288	1.570 25,203	1.627 26,118	1.684 27,033	1.741 27,948	1.798 28,863	1.855 29,778
12		1.570 25,203	1.627 26,118	1.684 27,033	1.741 27,948	1.798 28,863	1.855 29,778	1.912 30,693
13			1.684 27,033	1.741 27,948	1.798 28,863	1.855 29,778	1.912 30,693	1.969 31,608
14					1.855 29,778	1.912 30,693	1.969 31,608	2.026 32,523
15						1.969 31,608	2.026 32,523	2.083 33,438
16							2.083 33,438	2.140 34,353

APPENDIX C

INSURANCE

Major Medical

Annual Deductible	$100 per year/2 per family
Co-insurance	80%/20%
Stop Loss	$500/2 per family ($1,000)
Maximum Benefit	Unlimited
Supplemental Accident	Outpatient surgical testing, initial accident care unlimited
Maternity	Same As Illness
Mental or Nervous Disorder	
In Hospital	Same As Illness
Out of Hospital	60%

Dental

Preventive Services	100%
Basic Services & Major Services Deductible	$50 per year/2 per family
Basic Services Co-Insurance	80%
Major Services Co-Insurance	50%
Maximum Benefit	50%
Orthodonic Co-Insurance	50%
Deductible	$50 per procedure
Maximum Benefit	$1,000 - $1,200 Lifetime

Optical

The board will provide optical insurance through the Self-Insured Insurance Program for each employee and their dependents. Employee/dependent optical coverage shall be as follows:

1. Once each 24-month period, beginning with the effective date of this contract, the self-insured program will reimburse not more than $25 for an eye examination, and not more than $100 for eye glasses or contact lenses per employee/dependents.

ADDITIONAL INSURANCE REQUIREMENTS

In addition to the coverages, the following will be required.

1. A medical conversion plan provided to all employees who are under the self-insured plan.

2. All retiring employees who were insured under the plan would be eligible to remain under the self-insured plan by remitting the required monthly premium to the college.

001773

NEGOTIATED AGREEMENT

Between the Triton College
Board of Trustees
and the
Triton College Faculty Association
a
Chapter of the Cook County College Teachers Union,
Local 1600, AFT, AFL-CIO

2 yr

July 1, 1985 - June 30, 1987

1180

AGREEMENT BETWEEN

The Board of Trustees of Triton College operating under the provision of Public Law 1710 of the State of Illinois and the Triton College Faculty Association.

This agreement shall be effective as of July 1, 1985, and shall continue in effect until June 30, 1987.

BOARD OF TRUSTEES	FACULTY ASSOCIATION
Jane Garoppolo. (Signed)	John K. Boyle (Signed)
Jane Garoppolo Chairperson	John Boyle President
James Lorenzo (Signed)	(Signed)
James V. Lorenzo Secretary	Frank Nodalski Vice President

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AGREEMENT BETWEEN

The BOARD OF TRUSTEES OF TRITON COLLEGE operating under the provision of Public Law 1710 of the State of Illinois

and

TRITON COLLEGE FACULTY ASSOCIATION

This Agreement entered into this day, October 23, 1985, by and between the Board of Trustees of Triton College, hereinafter called the Board, and the Triton College Faculty Association, hereinafter called the Association.

Witnesseth:

Whereas, the Board and the Association recognize and declare that providing quality higher education for residents of this college district is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the college professional personnel, and

Whereas, the professional personnel is particularly qualified to participate in recommending policies and educational programs, and

Whereas, the Board has agreed to negotiate with the Association as the representative of the college full-time professional personnel, excluding administrative personnel*, with respect to salaries and terms and conditions of employment, and

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

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*Those persons not on Appendix B, Salary Schedule

ARTICLE I

RECOGNITION

A. The Board of Trustees of Triton College and/or its designated representatives hereby recognizes the Triton College Faculty Association, a chapter of the Cook County College Teachers Union, Local 1600 of the American Federation of Teachers, as the exclusive negotiating representative for all Faculty Association members presently employed or hereafter employed by the Board including coordinators not presently on a twelve (12) month salary schedule, and instructors, counselors, librarians, and department chairpersons*. The terms faculty, faculty member and/ or instructor as herein used shall apply to all persons represented by the Faculty Association.

B. The Board of Trustees and/or its designated representatives agrees not to negotiate with any organization other than the Faculty Association for the duration of this Agreement. Negotiations with any individual faculty member relative to terms and working conditions which change or modify this Agreement are subject to the approval of the Triton College Faculty Association and the Triton College Board of Trustees.

C. The Board of Trustees will vote on any written request from the Faculty Association President to reopen any item in this Agreement for renegotiation within 30 days of receipt of such request or at its next regularly scheduled meeting.

D. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with the terms of this Agreement. All instructors' contracts for the duration of this Agreement shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the individual instructor's contract and established policies of the Board. Except as herein provided and subject to all provisions of this Agreement, the Board reserves the right to amend its policies, other than as contained in this Agreement, from time to time as deemed necessary provided that no such amendment shall directly or indirectly modify or limit the salary, terms, or conditions contained in this Agreement.

E. Copies of this signed Agreement shall be printed by the Board and distributed to all faculty, both those presently employed and those employed subsequent to this Agreement. The Association shall be provided with names, addresses, and home telephone numbers of newly employed faculty as soon as they return Board-approved contracts. The Association shall be provided with the office numbers and office phone numbers as soon as assignments are made.

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*Those faculty members on Appendix B, Salary Schedule

F. If any provision of this Agreement or any application of the Agreement to any instructor or group of instructors shall be found contrary to the law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. No provision of this Agreement shall abrogate the statutory rights, duties, and responsibilities of the Board. The Board also reserves its right to delegate to its administrators the responsibility for the day-to-day management of the College in its charge.

G. The enforcement of this Agreement is the joint responsibility of the Board and the Association. Should any disputes arise as to the proper interpretation or application of any provision(s) of this Agreement, the representatives of the Board and the Association shall meet and confer in good faith to resolve differences.

The Board and the Association further agree to comply faithfully with case and statutory law of the State of Illinois.

H. As required by law, any item dealing with salaries, terms, or conditions of employment not covered in this Agreement shall be subject to negotiation except as specified in Section B above. All new and revised professional personnel job descriptions shall be submitted to the President's Cabinet prior to approval.

I. Except as this Agreement shall herein provide, all terms and conditions of employment applicable on the effective date of this Agreement as established and in force on said date shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing herein shall be interpreted or applied so as to eliminate, reduce, or otherwise detract from any faculty benefits existing prior to the effective date of this Agreement.

J. On the request of the Association, the College President and other administrators designated by him shall meet and confer with the officers of the Association and/or other faculty members designated by the Association to discuss matters of mutual concern.

K. On the request of the College President, the officers of the Association and/or other faculty members designated by the Association shall meet and confer with the College President and other administrators designated by him to discuss matters of mutual concern.

L. The Faculty Handbook is recognized by the Association as the handbook for procedures and information only. Nothing in the Faculty Handbook or Student Handbook shall be interpreted or implied so as to detract from any faculty benefits in this Agreement.

ARTICLE II

FACULTY ASSOCIATION AND INSTRUCTORS' RIGHTS

A. The Board of Trustees hereby agrees that every professional employee shall have the right freely to organize, join, and support the Faculty Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of Illinois, the Board undertakes and agrees that it will not directly or indirectly deprive, discourage, coerce, or harass any instructor in the enjoyment of any rights conferred by the laws of the State of Illinois or the Constitution of Illinois and of the United States; that it will not discriminate against any instructor with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association, or collective professional negotiations with the Board, or his institution of any grievance, complaint, or proceeding under this Agreement. The Association recognizes the responsibility placed upon it by state, federal, and local statutes.

B. The rights granted to faculty, faculty members, and/or instructors hereunder shall be deemed to be in addition to those provided elsewhere.

C. The Association and its representatives shall have the right to use college facilities for meetings and/or business. No charge shall be made for the Association's use of college facilities. On the second Thursday of the month, college hour shall be exclusively for the use of Faculty Association business. Instructors shall not ordinarily be given an assignment during this time.

D. The Association and its representatives shall have the right to post notices of its activities and matters of Association concern on designated Association bulletin boards, at least one of which shall be provided in each department; and in any mail room. The Association or its representatives may use the college instructor mailboxes for communications to instructors including faculty-wide distribution with the signed approval of a member of the Faculty Association Executive Committee. All such communications shall bear the signature of the sending instructor.

E. The Association agrees to furnish to the Board upon request all available information concerning membership and financial resources of the Association, including but not limited to:

    1. Annual financial reports and audits

    2. Register of membership

3. Tentative budgetary requirements

4. Information on local, state, or national affiliation

5. Agendas and minutes after being duly approved including all attachments thereto.

F. The Board agrees to furnish to the Association upon request all available information concerning the professional staffing and financial resources of the college, including but not limited to:

1. Annual financial reports and audits

2. Register of professional personnel

3. Tentative budgetary requirements and allocations

4. Agenda and minutes of all Board meetings after being duly approved, including all attachments thereto not executive in nature

5. Treasurer's reports

6. Census data.

G. Individual contractual matters will be made available to the Association President, or his/her designee upon written request by the individual instructor.

H. Instructors shall be entitled to full rights of citizenship and no religious or political activities of any instructor or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such instructor. The private and personal life of any instructor when not detrimental to the general welfare of the college or the community is not within the appropriate concern or attention of the Board of Trustees and/or its designated representatives.

I. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious, or discriminatory and without regard to race, creed, religion, color, national origin, age, sex or marital status.

J. Official faculty files in the college personnel office shall be maintained under the following circumstances:

1. No material derogatory to an instructor's conduct, service, character, or personality shall be placed in the file unless the instructor has had an opportunity to read the material and affix his/her signature on the copy to be

filed, with the understanding that such signature merely signified that he/she has read the material to be filed and does not necessarily indicate agreement with the contents. Materials in the official cumulative file must be time-stamped when placed in the file.

2. The instructor shall have the right to answer any material filed and his or her answer shall be attached to the file copy.

3. Upon written request by the instructor, he/she shall be permitted to examine in the personnel office his/her official cumulative file, but not to mark, destroy, or remove any of the contents.

4. Upon written request, the instructor shall receive a copy of the materials in his/her official cumulative file if such materials are to be used in any form of litigation.

5. In the event that the instructor refuses to sign a statement to the effect that he/she has read the material to be added to his/her file, the administrator shall notify the Association President, who shall signify receipt of a copy of the material. The Association President will forward the copy to the instructor.

6. Only the material from the official personnel file shall have validity in any proceeding involving a faculty member. All evaluative material shall hereafter be placed in the official personnel file within two calendar months of the event giving rise to the material, provided this time limitation shall not be applicable to formal evaluations.

K. The Association shall appoint a member to participate in open meetings of the Board in an advisory, non-voting capacity.

L. The appropriate Vice President will respond in writing within three days, providing the Vice President is on campus, to any written faculty or Faculty Association memorandum regarding interpretation of contract, provisions in the Master Agreement, interpretations of Board Policy, or interpretations of the Faculty Handbook.

M. Any professional faculty member currently employed at Triton College will be interviewed for any position for which he/she meets the stated qualifications and has applied in writing.

N. The President of the Association shall have the right to provide the college President with a list of prospective faculty members for all college-wide committees, additionally the President of the Association shall have the right to appoint the faculty members who serve on the Affirmative Action Committee.

O. The Board shall deduct from the pay of each member of the bargaining unit from whom it receives (or has received) written authorization to do so, the required amount of Cook County College Teachers Union and Faculty Association dues. The Union dues and a list of employees from whose pay the dues have been deducted, along with the amount deducted from each and a list of Association members who had authorized such deductions and from whom no deductions were made, shall be forwarded to the Treasurer of the Cook County College Teachers Union no later than seven (7) days after such deductions were made. Faculty Association dues along with a duplicate of any list(s) sent to the Treasurer of the Cook County College Teachers Union shall be forwarded to the Treasurer of the Faculty Association with the same seven (7) days.

In consideration of the above described service rendered by the Board of Trustees of Community College District No. 504, its members, officers, agents, and employees, the Union and the Association hereby release and discharge the Board of Trustees of Community College District No. 504, its members, agents, and employees, of and from any and all liability whatsoever arising as a result of the authorization herein given.

P. Faculty members covered by this Agreement who are not dues-paying members of the Association shall, commencing thirty (30) days after their employment or the effective date of this agreement, whichever is later, and continuing during the term of this Agreement, and so long as they remain non-dues-paying members of the Association, pay a fair share payment for services rendered as the exclusive bargaining agent. Such proportionate share payments shall be deducted by the Board from the earnings of the non-member and paid to the Cook County College Teachers Union (CCCTU). The Treasurer of the CCCTU shall submit to the Board an affidavit which specifies the amount which constitutes said proportionate share which shall not exceed the dues uniformly required of members of the CCCTU.

The deduction shall include that amount which dues-paying members contribute directly to the Triton College Faculty Association and shall be paid directly to the Treasurer of the Association.

Non-dues-paying members who protest this fair share payment upon bona fide religious tenets or teachings of a church shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the CCCTU. If the affected non-dues-paying member and the CCCTU are unable to reach agreement on the organization, the Illinois Educational Labor Relations Board may establish an approved list of charitable organizations to which the payment may be made. The affected non-dues-paying member must provide proof of such payment to the CCCTU.

The CCCTU shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that shall arise out of or by reason of action taken by the Board for the purpose of complying with the above provision of this section.

ARTICLE III

CONDITIONS OF EMPLOYMENT

A. Basic Teaching Load

1. A full teaching load shall be 14-16 Lecture Hour Equivalents (LHE) per semester. Every effort will be made to arrive at a 15 LHE average load over a given academic year. When computing the lecture hour equivalent of an activity or laboratory class, an hour of activity or laboratory is counted as .8 of a lecture hour except for life science, engineering, physical science, and associated degree nursing for which a 1:1 ratio is established.

   Effective Fall semester 1984 all courses currently 0.8:1 will be established as 1:1 (with the exception of those listed here). The $60 extra payment for such classes will be eliminated. Those areas listed here will retain the $60 per hour extra payment:

   PE activity classes
   MUS 151, 152, 171, 172, 177, 179, 180, 181, 219
   CCA 130
   DLT 242
   REC 296
   HIA 120, 130, 260, 290

2. Rhetoric Instructors

   Full-time instructors of rhetoric and communications courses shall have 12 lecture hour equivalents (LHE) as a full load with the expectation that such instructors will devote comparable time to schedule individual student contact.

3. Operating Room Technology and Ophthalmic Technology

   Operating Room Technology and Ophthalmic Technology instructors' teaching loads shall be computed on a 35-hour-a-week basis.

4. On-the-Job Supervision

   Instructors involved in the on-the-job supervision of students or unpaid off-campus clinical supervision will be given LHE's on the basis of the following:

   a) If the supervision necessary requires the instructor to visit each student every one to two weeks, he/she will receive one LHE for every three students supervised per semester.

b) If the supervision necessary requires the instructor to visit each student every three to four weeks, he/she will receive one LHE for every four students supervised per semester.

5. Continuing Education Courses

An instructor may use Continuing Education courses in his/her teaching area to complete the full-time load should no School of Arts and Sciences or Career Education courses be available. When using Continuing Education courses, the value computed for load purposes shall be four LHE per five Adult Education Credits (AEC). No overload shall accrue to any faculty member who uses a Continuing Education course to complete a teaching load. This provision does not apply when a credit program is withdrawn.

6. Independent Study (See Appendix C)

7. Individualized Instruction (See Appendix C)

8. Variable Load

A faculty member may elect to bank hours in excess of the regular load, not to exceed a total of twenty-one (21) hours worked in such semester. These hours, which would otherwise be payable at the overload rate, will be taught at no additional compensation and may be used in future regular Fall or Spring semesters (or otherwise by specific, non-precedential approval of the Dean), provided that such hours are not required to assure a basic load for any other faculty member. No more that fifteen (15) hours shall be banked by any individual faculty member.

By mutual agreement of the faculty member and the Dean, a faculty member may take a load which is less than the basic load and make up for such reduced load at a later date without additional compensation. No future classes would be compensated at the overload rate until all reduced load classes are repaid. If the faculty member for any reason shall fail or be unable to make up such, the pro rata salary represented by such reduced load shall be promptly repaid to the College by the faculty member or deducted from sums due the faculty member by the College.

The right of a faculty member to bank hours for future use shall be limited to two (2) persons per department at any time. Requests for variable load shall be submitted in writing at least 90 calendar days in advance of the affected semester. Requests for, and scheduling of, variable load hours will be handled in the same manner as overload assignments. Not more than one (1) faculty member may use banked hours in any given semester.

During any time when a faculty member is working a light variable load, the faculty member shall not have any right to any overload. Nothing herein shall preclude some other variable load being agreed upon by the faculty member and the Dean, providing such shall be non-precedential and approved by the Triton College Faculty Association.

B. Paraprofessionals

The college may assign paraprofessional personnel to assist the faculty provided that the following conditions are met:

1. Full-time faculty will not be laid off or reassigned to a different department as a consequence of employing paraprofessional personnel.

2. The faculty will make all curricular decisions and will be responsible for grades.

3. Paraprofessionals will be responsible for carrying out activities designed by the faculty and related to the learning task.

4. Prior to assigning paraprofessional personnel to any area, extensive planning with and consensus of the faculty members within the department or discipline on the specific plan is required.

C. Class Size

Class size is determined by the department chairperson and the dean.

D. Hours on Campus

1. Conference Hours

   Each instructor will schedule five hours per week for consultation with students with the schedule being approved by the department chairperson and dean.

   It is understood that the instructor commonly devotes many additional hours on and off campus for class preparation and grading of work and/or other professional activities.

2. Length of Work Day

   No instructor shall be scheduled for more than a span of eight consecutive hours per day. Exceptions may be negotiated between the instructor and the dean.

3. Weekend Assignments

A Saturday or Sunday teaching assignment instead of a weekday teaching assignment may be arranged between the instructor and his/her department chairperson.

4. College Work Week

The college work week shall begin at 7:00 AM Monday and end at 5:00 PM on Friday.

It is understood that additional hours are necessary on or off campus for class preparation, grading of work, or other professional activities.

E. Course Objectives

The School of Career Education and the School of Arts and Sciences will develop an appropriate format for course objectives in conjunction with the deans. Included with the objectives will be a description of the instructional strategies so designed that students may attain the objectives. The method of evaluation will also be provided. Course objectives, instructional plans and evaluations will be reviewed annually by the instructor and updated on an "as-needed" basis as determined by the chairperson, appropriate administrator, and/or dean.

F. Large Classes

Extra pay for large classes shall be determined by the following formula:

1. Reimbursement equals $5 multiplied by the number of students over 60 at the mid-term report multiplied by the number of semester hours of credit for that course.
2. In team teaching, the base figure will be $5 divided by the number of instructors and that fraction multiplied by the number of students over 60 at the time of mid-term report multiplied by the semester hours for that class.
3. The Weekly Student Contact Hours (WSCHs) is not to exceed 705. WSCH will be defined as follows: Total number of students (as counted at official state auditing) assigned to the instructor multiplied by the number of hours each student meets with the instructor for one week.

4. This policy will not apply to large music groups (band or chorus) or to physical education activity classes.

5. These conditions will not apply if one instructor is assigned only large lecture classes and is not assigned to the corresponding smaller classes.

G. Overload

1. Method of Assignment

After the department chairperson and dean have assigned a full load of classes to full-time teaching personnel, the remaining classes shall first be offered to full-time instructors on the following basis:

a) The deans will establish a deadline date for overload assignment request. Instructors who fail to request an overload assignment prior to the announced deadline forfeit their priority for assignment.

b) The opportunity for overload assignment will be distributed according to the following priorities:

1) Instructors in the department who teach in the discipline.

2) Instructors in the department who teach in a related discipline who are qualified to teach in the discipline as determined by the dean.

3) Instructors outside the department who are qualified to teach in the discipline as determined by the dean.

c) When the requests for overload assignments exceed the courses available for assignment, the following will apply:

1) The instructor who received an assignment in the more distant past will be first assigned.

2) When the time lapse is the same for all of the applicants, assignment will be made according to department seniority.

3) In the event that the above criteria are insufficient, the first opportunity for assignment will be determined by the flip of a coin.

d) If an instructor's overload class is deleted from the class schedule, he/she will be assigned to another class if available according to the criteria for assignment described above.

e) A contract to be signed by the instructor, dean, and Secretary of the Board stating the base teaching load, the overload course(s), and the total LHE will be issued as soon as possible after the beginning of the semester. When an overload class is deleted from the class schedule after the beginning of the semester, the instructor will be paid at the adjunct faculty rate for the number of class hours worked.

2. Rate of Pay

See Article VII, Section C.

3. Extra Teaching Load Limit for School of Arts and Sciences Instructors:

Effective Spring 1984, overload shall not exceed 6 LHE per semester.

4. Counselors/Librarians

See Article VII, Section C.

H. Summer College and/or Additional Session Assignments

1. Application

The instructor must submit an application for a teaching assignment through the department chairperson to the dean no later than 90 days prior to the start of the additional session. Failure to do so will result in forfeiture of priority assignment.

2. Teaching Load

The maximum faculty teaching load will be as follows:

a) Six LHE for each five-week session. An instructor who is assigned the maximum load in both five-week sessions will teach twelve LHE during the summer.

b) Ten LHE for the eight-week session.

The above maximum teaching loads apply only to instructors who do not teach in both the five-week and eight-week sessions.

c) The maximum teaching load for instructors assigned to the overlapping five-week and eight-week sessions will be less than the maximum for each session and will be determined as shown in the matrix under Appendix E.

For sessions of less than five weeks, the maximum teaching load will be determined by the dean with the approval of the Vice President for Academic Affairs.

3. Opportunity for Assignment

Where there are fewer courses available than requests for teaching assignments, eligibility for assignment will be determined on the following basis:

a) The opportunity for summer and/or extra teaching assignments will be as follows:

   1) instructors in the department who teach in the discipline.

   2) instructors in the department who teach in a related discipline who are qualified to teach in the discipline as determined by the dean.

   3) instructors outside of the department who are qualified to teach in the discipline as determined by the dean.

   Note: Item (1) above is the major factor in determining who has priority even with the point system outlined below applied to individuals who are in the categories outlined in (1), (2), and (3) above. For example, if an individual in category (1) had fewer points than a person in category (2), the person in (1) would still have priority for the assignment.

b) Each instructor will accrue eight points for each contractual year of employment at Triton College to a maximum of twenty-four points.

c) One and one-half points will be deducted for each LHE of summer or additional session instruction. Points will not be deducted below zero. Instructors who are granted released time for summer activities shall have points deducted in the same manner as instructors who teach summer classes. Nonteaching personnel will have points expended on the basis of 4½ points for each four-week period worked beyond the regular academic year.

d) When two or more eligible instructors have equal accumulated point balances, opportunity for assignment will be first given to the instructor who has not previously had an additional session assignment or whose previous assignment was in the more distant past.

e) If additional criteria for selection are needed, opportunity for assignment will be given to the instructor with the longest full-time employment at Triton.

f) In the event that all of the above criteria are insufficient, the first opportunity for assignment will be determined by the flip of a coin.

g) Full-time instructors who fail to apply by the deadline may request assignment to courses that have not yet been assigned.

h) Part-time instructors will be assigned after all full-time instructors who have applied by the deadline for summer college and/or additional-session teaching are assigned.

4. Penalty for Withdrawing Application

Any full-time instructor who withdraws his/her application for summer college and/or additional-session teaching within 30 days of the start of the teaching assignment will forfeit four points. This forfeiture may be waived by mutual agreement between the dean and the individual.

5. Maintaining Records

Records shall be maintained by each dean to facilitate this point system. On February 15 of the college year, the instructor will receive a notification of his/her accumulated points. A listing of all point values for all faculty will be given to the President of the Faculty Association and department chairperson.

6. Contract Basis for Summer College and/or Additional-Session Teaching Assignment

A document will be provided to each individual which will identify the course(s) and lecture hour equivalents assigned. The document will set forth the amount of pay for one equivalent lecture hour of instruction during the summer and/or additional session. If an instructor teaches more than one hour, the rate will be multiplied by the number of equivalent lecture hours taught.

7. Conference Time during Additional Sessions

   Each instructor will schedule one conference hour per week for each two semester hours of instruction.

8. Remuneration for Summer College

   See Article VII, Section G.

9. Instructor Absence

   An instructor may draw upon his/her sick leave during the summer term for absence due to illness. An instructor may also draw upon his/her personal leave during the summer term.

   Note: Sick leave or personal leave taken July 1 to June 30 is charged to the contractual year beginning July 1.

I. Counselors

1. See job description in Appendix A.

2. Counselors will work a 35-hour week and the same number of days per year as teaching faculty. Individual schedules may be arranged by mutual consent of the counselor and the Dean of Students.

3. It is understood that additional hours beyond the 35-hour week are necessary on or off campus for class preparation, grading or work, or other activities.

4. Counselors shall be given the first opportunity in working overtime during registration periods for those activities that in the judgment of the Dean of Students require the skills of a professional counselor. All overtime assignments must have the prior approval of the Dean.

5. By April 15, the counselors shall be notified by the Dean of Students of the expected number of hours and days that the counselors may be needed during the summer.

J. Librarians

1. See job description in Appendix A.

2. Librarians shall work 35 hours per week and the same number of days per year as teaching faculty.

3. By April 15, the librarians shall be notified of the schedule of hours and days for summer assignments. The assignments of librarians during the summer will be determined by the Dean of Learning Resources in consultation with the librarians. Under no circumstances will a part-time librarian be offered a summer assignment before a full-time librarian has been offered a summer assignment. Every effort will be made to establish summer assignments which are equitable.

4. Librarians shall attend all scheduled faculty workshops.

K. Instructional Area Coordinators or Lead Instructors

Upon recommendation of the department chairperson and dean, instructional area coordinators or lead instructors may be appointed. The instructional area coordinator will be paid a minimum of $1,000 a year, and the lead instructor will be paid a minimum of $500 a year for specific tasks as developed mutually among the instructor, department chairperson and dean. Released time may also be approved. Instructional area coordinators or lead instructors will report to department chairpersons or appropriate administrators in areas without chairpersons. The setting of the level of remuneration and possible released time for each year will be based on a uniform formula which, upon request, will be made available to individual faculty members.

L. Department Chairpersons

1. See job description in Appendix A.

2. Department chairpersons, Coordinator of Library Services and Coordinators of Nursing-Allied Health will work a 35-hour week and three more duty days per year than instructors.

3. For purposes of compensation and reduction in teaching load, five part-time instructors are equal to one full-time instructor up to a maximum of three.

4. Persons appointed for full-time summer chairperson/coordinator duties will be compensated in accordance with the formula used during the regular school year.

5. Compensation and Reduction in Teaching Load

No. of FT Faculty	LHE Reduction Teaching Load	Extra Compensation (% of Master's Col. I Step 1A)	Overload Restriction
3 - 7	3	20	No restriction.
8 - 12	5	21	One course/semester.
13 - 18	7	22	One course/semester.
19 - 30	9	23	No overload permitted. This restriction may be waived by mutual agreement of chairperson and dean.
Over 30	11	24	No overload permitted. This restriction may be waived by mutual agreement of chairperson and dean.

6. Department Chairpersons will be appointed in the following areas:

School of Arts and Sciences	Career Education
Behavioral Science	Secretarial Science
English	Technical Careers West
PE & Health	Technical Careers East
Science & Engineering	Business
Social Science	Printing Services
Fine Arts	Associate Degree Nursing*
Foreign Languages	Licensed Practical Nursing*
Interdisciplinary Studies	Allied Health/Personal Service
Mathematics	

Other

Library Services*
Counseling Services*

*non-teaching

Department chairpersons cannot be removed from their positions without cause.

M. It is recognized that any extended absence by an instructor due to illness requires coverage of his/her assigned courses. Instructors assigned to cover classes will be paid on the basis of part-time instruction rate of pay for the first week, and on the overload formula thereafter.

For those occasions in which an instructor is absent because of illness, Board-approved leave of absence, or student trip, it will be the responsibility of the instructor to determine the need for coverage of his/her courses during the period of absence. A substitute will not be automatically provided for each class. It will be the dean's responsibility to secure qualified substitutes with the aid of the department chairperson. Substitutes will be remunerated at the part-time instruction rate.

On those occasions when an instructor is absent to attend a Professional Development Activity, full-time members of the staff may be asked to cover classes without pay. Instructors attending PDA will be encouraged to assign to their classes work of an appropriate nature toward the achievement of course objectives.

N. College Calendar

1. See Appendix H for the College calendars.
2. The faculty calendar shall be based on the college calendar with terms defined as follows:
   - a) Duty - regular teaching day.
   - b) Professional Day - day planned by individual departments.
   - c) Workshop and Preparation Day - day designed for in-service activities or individual preparation.
   - d) Examination - period of time designed for terminal course activities.

O. Faculty Advising

In general, formal student counseling and scheduling is accomplished by the college counselor. However, instructors may be called upon to assist with student advising and scheduling within their discipline where course sequence and prerequisite problems may be encountered.

All needs for faculty advising during limited student registration will be announced in the Faculty Bulletin, and remuneration for such service (or advising) will be paid at the rate of $12 per hour effective spring semester 1984.

P. Proctoring

All proctoring of special professional examinations, such as the General Education Development (GED), College Level Examination Program (CLEP), American College Testing (ACT) and proficiency examinations, will be done by full-time instructors at the rate of $10 per hour. Full-time instructors will be given first opportunity to proctor. Instructors administering proficiency examinations must be qualified in that discipline.

Q. Academic Freedom

Institutions of higher education are conducted for the common good and not to further the interests of either the individual teacher or the institution as a whole. The common good depends on the free search for truth and its free exposition.

Academic freedom is essential to these purposes and is fundamental for the protection of the rights of the teacher in teaching and of the student in learning. It carries with it duties correlative with rights.

Academic freedom shall be guaranteed to all faculty members and no arbitrary limitations shall be placed upon study, investigation, presentation and interpretation of facts and ideas concerning man, societies, the physical and biological world and other branches of learning.

Faculty members shall be free to present instructional materials which are pertinent to the subject and level taught and shall be expected to present all facets of controversial issues in an unbiased manner.

As an individual of learning and a representative of the college, he/she shall remember that the public may judge the teaching profession and the college by his/her utterances. Hence, he/she shall exercise appropriate restraint, show respect for the opinions of others and make every effort to indicate that he/she is not an institutional spokesperson.

If an individual or a group has a complaint about an instructor's conduct in the classroom, material being presented in the classroom, library materials or other instructional materials, the complaint shall be handled as follows:

1. All complaints shall be submitted in writing and bear the signature of the writer(s).
2. Every attempt to resolve the complaint will be made at the department/dean level.

3. If a resolution does not occur through the above, the Faculty Association President shall be informed of the complaint and shall appoint a committee of faculty members to review the complaint. If the complaint concerns subject matter taught in the classroom, the committee shall consist of faculty members competent in that subject area. The committee shall complete its work within one month.

4. After completing its review, the faculty committee shall submit a written recommendation to the President.

5. The President shall review the committee's recommendation and shall forward it, along with his own recommendation, to the Board.

6. Any disputed materials shall remain in use in the college until the Board shall take formal specific action to remove the materials.

7. In disposing of a complaint, the Board shall not violate the academic-freedom section of this agreement.

ARTICLE IV

FACULTY BENEFITS

A. Leaves and Absences

1. Instructor Absences

Instructors shall report any illness or need to be absent from the campus to the office of a dean by 8:00 AM of the day they are to be absent. In case of unanticipated absence, the dean's office should be notified as soon as possible.

Should an instructor need to leave the campus during scheduled hours, the instructor's dean should be notified before the instructor leaves. Instructors are not permitted to make arrangement for other staff members to meet their scheduled classes without the approval of the dean.

When the instructor has been on sick leave for more than five teaching days, the Vice President for Academic Affairs may require a written statement from a licensed physician. In such instances, the college will reimburse the instructor for the physician's office-call fee. The instructor will not be charged for leave days due to said required office call.

Types of Absences:

a) Sick Leave

On July 1, each full-time contractual instructor will be credited with 20 days of sick leave per year. For first-year instructors joining the college after July 1, sick leave will be prorated on a quarterly basis. Sick leave will accumulate to a maximum of 180 days.

Terminal reimbursement in the amount of 12% of unused sick days will be paid upon retirement. Individuals may accumulate days up to 220 days solely for the purpose of computation of terminal reimbursement. Terminal reimbursement will be based upon the average of the five highest years of base contractual salary. Retirement for this purpose shall be defined by the State Universities Retirement System. However, age 55 shall be the minimum age to retire and receive terminal reimbursement under this agreement. Instructors will be permitted, upon written application approved by the

Faculty Association Executive Committee and the Vice President for Academic Affairs, additional days of sick leave when necessary but not beyond the date of qualification for disability payments. Any days so used will be deducted from sick-leave allowances the following years. If the faculty member does not return, any benefits derived under this provision will be repaid to the district. If after six months the payment has not been fulfilled, the Triton Faculty Association will assume the obligation.

b) Court Appearance

An instructor may be absent to appear in court or arbitration as a jury member or as a witness in a court action in which he/she is not a litigant unless this is an outgrowth of performing his/her duties. In such cases, after the second day, he/she will be paid the difference between his/her regular salary and any compensation received for his/her services.

c) Accident Covered by State Compensation Insurance Fund

In cases where an instructor is absent because of work-incurred accident or illness, he/she is entitled to full sick-leave pay. The instructor's sick-leave record will be charged only for the portion of absence paid for by the district.

d) Parental Leave of Absence

1) Any faculty member desiring a parental leave shall apply in writing ninety days or more prior to the proposed commencement date stating the reasons, which, in the opinion of the instructor, warrant the granting of the leave by the Board. Where ninety days' prior notice is not possible, the Board may waive this requirement and may follow the procedures for family-hardship leaves. Instructors approved for a parental leave must indicate the expected date of return. In the event the instructor does not return to full-time employment, the college will be reimbursed by the individual for any insurance premiums paid on behalf of the instructor by the college while he/she was on parental leave.

2) A parental leave of absence may, as determined by the Board, be granted to

tenured or probationary faculty members for a period not to exceed one year, as set by the Board, to bear a child or to rear a child under the age of five years who is the applicant's child by birth, adoption, or for whom legal guardianship has been assumed pursuant to a court order specifically and expressly so providing. Individual instructors or households shall not be considered eligible for multiple leaves in the customary parental-leave situation.

3) All parental leaves of absence shall be without pay or other compensation, except only as expressly provided to the contrary in Paragraphs 5 and 6 hereof.

4) If a parental leave becomes effective during the instructor's probationary period, that period shall be extended for an additional length of time equal to the term of the leave for the reason that the evaluation of that instructor and his/her services for tenure purposes will be interrupted by the granting of such leave during the term thereof.

5) A faculty member who is pregnant may use her available sick leave for such period that her attending physician certifies in writing to the Board that she is disabled and unable to work. Said period shall not be considered a part of her parental leave, and disability and sick leave benefits, if any, shall apply during said disability.

6) Insurance benefits ordinarily paid by the Board will be continued during the parental leave. Accrued benefits will be retained and seniority will accrue during the leave of absence.

7) Action by the Board granting the parental leave of absence shall not be effective until the terms and conditions thereof are approved and accepted by the instructor.

8) SURS Disability Benefits

Parental leave is treated the same as other types of illness in determining eligibilty for disability benefits under SURS. If the instructor is unable to perform the duties of her position because of pregnancy for more than 60 days, she would be eligible for disability benefits from the Retirement System. The application for benefits should be sent well in advance of the expiration of the 60-day waiting period. Disability benefits cannot begin more than 30 days prior to the date application is received by the Retirement System.

e) Leave for Personal Health and Family Hardship

Upon the recommendation of the College President, the Board of Trustees may permit members of the professional staff to take leaves not in excess of one year in length for rest, restoration of health, or the alleviation of hardship involving themselves or their immediate families.

In considering whether to recommend leaves for rest, the President shall take the following factors into account and shall report them to the Board when recommending such leaves:

1) Expectation of the instructor to return to Triton College

2) Bereavement.

f) Bereavement

All professional full-time instructors shall be allowed up to three days' leave of absence, with pay, for a death in the immediate family. The dean may approve two additional days if deemed necessary. (Immediate family to include: mother, mother-in-law, father, father-in-law, husband, wife, sister, sister-in-law, brother, brother-in-law, son, son-in-law, daughter, daughter-in-law, grandparents, or grandparents-in-law.)

g) Military Leave

1) A military leave of absence shall be granted to any faculty member who shall be inducted for military duty in any branch of the Armed Forces of the United States. Military leave shall also be granted for periods of time for the pur-

pose of fulfilling commitments to the National Guard or any reserve component of the United States Armed Forces. Upon return from such leave, a faculty member shall be placed at the same position on the salary schedule that he/she would have been had he/she taught in the college during such period.

2) A military leave of absence shall be granted for periods of time for the purpose of fulfilling commitments to the National Guard or any reserve component of the United States Armed Forces. The instructors will receive full pay for a period not to exceed two weeks of time and will pay to the district the amount of compensation received from the Armed Forces during that period. A military leave of absence will not be granted during summer college unless authorized by the Board of Trustees.

3) In cases of emergency military duty, pay may be granted by authorization of the Board of Trustees.

h) Leaves of Absence

1) Leaves of absence for one year's duration or less may be granted to individual instructors. Requests for such leaves should be made throught the President for Board approval.

2) Application for leave of absence must be made prior to March 1 for leaves beginning the following fall, and October 1 for leaves beginning the following spring. These deadline dates may be waived by the Board of Trustees under unusual circumstances.

3) Any instructor on unpaid leave of absence shall retain all accrued benefits. No benefits shall accrue during the period of the leave.

4) Any restriction placed on an instructor applying for a leave of absence that will reduce, eliminate or change the terms of the contract must be made in writing to the instructor and to the President of the Faculty Association.

i) Personal Use Leave

1) All full-time faculty members are entitled to three college days for personal business during each calendar year without loss of pay or deduction from sick leave benefits.

2) No explanation other than "Personal business" shall be required except for the following for which prior approval must be obtained from the appropriate dean:

(a) The first week of a new semester

(b) Final exam week if the instructor has exams scheduled for that day

(c) The school day before and the first day after any extended school break, e.g., Thanksgiving, Christmas, etc., if the instructor has any scheduled classes on that day.

(d) Two or more consecutive days.

3) It is understood that if an instructor knows in advance that he/she will have to use a personal business day, he/she shall extend the courtesy and consideration of notifying the proper person in his/her department as far ahead of time as possible so that other arrangements can be made. The "last-minute" or "emergency" use of a personal business day should be the rare exception.

4) Unused personal leave days may accrue as sick leave.

5) Accrued sick leave, up to three days per contractual year, may be used for Faculty Association business by Faculty Association officers if their personal use days have been exhausted.

j) Released Time--Faculty Association Officers

Faculty Association officers shall be granted a reduced teaching load of 9 LHE in total each fall and spring semester and 3 LHE over the summer to be distributed among any Faculty Association officers as determined by the Association. Within the 9 hours, up to 3 may be used for librarians or counselors who are elected to office. The Association shall notify the Vice President for Academic Affairs in writing of the distribution of reduced load by the end of the second week of each semester.

B. Retention of Faculty Benefits

Any instructor on a paid leave of absence, including sabbatical, shall retain all accrued and continuing benefits without exception during the period of said leave. Any instructor on unpaid leave of absence shall retain all accrued benefits. No benefits shall accrue during the period of the leave.

C. Retirement

1. Each full-time faculty member shall participate in the State Universities Retirement System in accordance with that system's regulations.

2. Early Retirement

   The Board shall establish an early retirement program (hereinafter "program") subject to all of the following:

   a. The program shall be open to all faculty members who are at least 55 years of age, but not more than 69 years of age, on July 1 of the year of retirement and who have been employed by the College as faculty members for the preceding 10 years on a full-time basis.

   b. Applications for participation in the program shall be submitted in writing to the appropriate Vice President or designee no later than January 15 preceding the academic year in which early retirement shall be effective.

   c. Each application shall include a plan for the rendition of appropriate service to the College during the period of early retirement. Such services shall not be inappropriate solely because they are rendered off campus.

   d. During the first year of early retirement, the retiree shall receive an amount equal to 23 percent (23%) of the base salary of the last year of full-time teaching at the College (exclusive of overloads or any other stipends). During each succeeding year of participation in the program the early retiree shall receive an amount equal to 23 percent (23%) of the base salary that the retiree would have received for full-time teaching at the College but for participation in the early retirement program. Payments for services rendered shall be made no less often than quarterly.

e. The plan shall terminate after five (5) years of participation therein or upon the retiree's 70th birthday, or upon death of the early retiree, whichever shall first occur. In the event of the death of an early retiree, the College will continue payments to the designated beneficiary for the balance of the current year. The plan shall also be terminable as to any retiree for failure to perform the services in his/her specific retirement program or for other good cause shown.

f. The Board shall provide the early retiree with group insurance coverage available to faculty members under this Agreement, provided that after the age of 65 such insurance coverage(s) shall be reduced to the extent that Medicare or comparable benefits are otherwise available to the retiree. The early retiree shall have the right to purchase dependent coverage through the College's insurance program at the then-prevailing rate of dependent coverage. Premium payments for the dependent coverage therefor shall be deducted from the compensation due the early retiree pursuant to subsection 'd' above or paid by the reitree on timely basis in advance to the Business Office of the College, provided this option of dependent coverage shall terminate when the eligible dependent reaches age 70 or becomes eligible for Medicare, whichever comes first.

g. During the period of early retirement, the retiree shall be an independent contractor and not an employee of the Board.

h. The Board shall approve an early retirement plan which meets all of the conditions of this article if such shall have been timely submitted.

i. Anything in this article to the contrary nothwithstanding, the faculty member who elects to participate in the early retirement program prescribed by HB 289 of 1981 as enacted into law shall not be eligible to participate in the program provided herein except such faculty member may participate in the program provided herein at the compensation level described below:

Age 55 - 3% of the base salary for each of five years with the base salary determined as in 'd'

Age 56 - 7% of the base salary for each of five years with the base salary determined as in 'd'

Age 57 - 11% of the base salary for each of five years with the base salary determined as in 'd'

Age 58 - 15% of the base salary for each of five years with the base salary determined as in 'd'

Age 59 - 19% of the base salary for each of five years with the base salary determined as in 'd'

As used herein, "age" shall mean the same age of the early retiree as is utilized to implement benefits to the retiree pursuant to HB 289 of 1981. Retirees participating in the program pursuant to this Paragraph i, shall also be subject to all of the other provisions of this Article.

D. Enrollment in Triton Classes

With the approval of the dean, enrollment in Triton classes, workshops, and seminars shall be available to all full-time faculty at no charge. No more that $40 of course fees will be waived. Effective fall semester 1984, no more than $50 of course fees will be waived.

E. Family Scholarship

Enrollment in Triton classes shall be offered at a tuition rate of $3 per credit hour to the spouse and children of a full-time faculty member. In the event a chargeback cannot be obtained, the out-of-district tuition will not be assessed. No more than $40 of course fees will be waived. Effective fall semester 1984, enrollment in Triton classes shall be offered at a tuition rate of $6 per credit hour to the spouse and children of a full-time faculty member, and no more than $50 of course fees will be waived.

F. Mileage Reimbursement

Mileage in excess of the usual daily round-trip mileage traveled between home and Triton will be paid for by the college provided the said mileage is incurred while on official college business. Reimbursement will be at the prevailing Illinois state rate per mile.

G. Implementation of Tuition Reimbursement Plan

It is understood that the college will reimburse full-time contract faculty for the cost of tuition up to a maximum of 12 semester hours per college year and up to $40 in fees per course for successful completion of courses for which prior approval has been received. This reimbursement shall not exceed an accumulation of 30 semester hours for those courses enrolled in after July 1, 1971.

1. Conditions of Approval

   a) A course must be offered by a regionally accredited graduate institution (not applicable to Career Education instructors).

   b) Prior to enrolling in a course, a faculty member must submit a Continued Study Proposal to his/her dean for approval. The instructor shall notify the dean in writing within 21 days of the starting date of the course of amendments to the proposal, and such amendments must be approved. The major criterion for approval would be that the courses contribute to the professional development and instructional skills of the faculty member. Approved courses could be in one of the following areas:

      1) In the faculty member's special field or fields if he/she has teaching assignments in more than one area.

      2) In a field closely related to the faculty member's special field(s).

      3) In courses which are designed to give greater understanding of community college organization, administration, teaching methods, counseling skills, and community relations.

      4) In a recognized degree program.

2. Reimbursement Claim

   a) Upon completion of an approved course, the instructor must fill out a Tuition Reimbursement Claim. A copy of the grade report and proof of payment must be attached to this form and submitted to the respective dean. Tuition reimbursement for approved courses will be paid within 30 days after submission. Persons no longer employed by Triton College at the time of the payment date will not qualify for reimbursement.

   b) Payment will be made upon completion of approved courses in which an instructor has received at least a "C" or equivalent in undergraduate and a "B" or equivalent in graduate work.

c) Under no circumstances will reimbursement be granted for more than 12 semester hours per college year. Summer session will be considered part of the provious college year.

3. Reimbursement - Professional Growth Units

A faculty member may, upon his or her request, utilize reimbursable tuition (unexpended) for Professional Growth Units (PGU) activities in which some type of fee is assessed. The PGU activity must be approved by the dean. PGU value will be deducted from the maximum eligible reimbursable amount of 12 credits per year and a maximum of 30 since 1971.

H. Health, Dental and Life Insurance Program

All benefits set forth in the Health, Dental and Life Insurance program shall be paid in full by Triton College. Each instructor will be provided with specifics regarding these insurance programs. Negotiated revisions appear in Appendix I.

I. Loss of Faculty Benefits

Any staff member who is absent for a period of 30 consecutive calendar days with no stated reason, or a reason deemed unacceptable by the Board of Trustees, shall be terminated from his or her contract and relinquish all benefits.

ARTICLE V

GRIEVANCE PROCEDURE

It is the declared objective of the Faculty Association and the Board of Trustees and/or its designated representatives to encourage the prompt and informal resolution of complaints of faculty members as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of complaints.

A. Definition

A grievance shall mean a complaint by a faculty member, if he or she believes that there has been a violation, misinterpretation, or inequitable application of agreements negotiated by the Board of Trustees in agreement with the Faculty Association. As stated herein, the term "faculty member" shall also mean a group of instructors having the same grievance.

B. General Procedure

Step 1 - Grievance Chairperson

1. No complaint shall be termed a grievance until such time as the faculty member submits the case in writing to the Faculty Association Grievance Chairperson. The Chairperson shall have the right and responsibility to discuss the case with the appropriate chairperson, coordinator, dean, or college official to determine whether the complaint may be settled at this step.

2. If the Faculty Association Grievance Chairperson determines that the grievance cannot be resolved at this step, he/she shall, in conjunction with the Faculty Association Grievance Committee, make the decision whether the complaint has sufficient merit to commit the Faculty Association to Step 2. As soon as the chairperson shall be convinced that the issue cannot be resolved at Step 1, he/she shall prepare a written memorandum to that effect and forward copies to all parties likely to be involved in later steps so that they may prepare to act efficiently when the official grievance reaches the step at which they are likely to become involved.

Step 2 - Vice President

If the grievance is not satisfactorily resolved through Step 1, an appeal by the grievant or the Faculty Association may be submitted to the appropriate Vice President or administrator designated by him/her to act upon grievances in the event of the Vice President's absence from campus.

Step 3 - Elected Faculty Association Officers/College President and Vice Presidents

If the grievance is not satisfactorily resolved through Step 2, an appeal by the grievant or the Faculty Association may be submitted to the elected Faculty Association officers and the College President and Vice Presidents.

Step 4 - Arbitration

If the grievance is not satisfactorily resolved at the preceeding step, the Association only may submit it to binding arbitration. The Association shall promptly request of the American Arbitration Association that it provide panel(s) of qualified abritrators from which the parties may make a selection pursuant to the practices of the American Arbitratrion Association which shall also serve as the administrator of the proceedings.

C. Appeals

All appeals under this procedure will be accompanied by a written statement which indicates specifically why the disposition of the grievance at the lower level is unsatisfactory.

D. Group Grievances

Grievances presented by groups of faculty members or by the Faculty Association for all faculty members will be submitted initially in writing to the designated Vice President. A grievance which is not satisfactorily resolved by the Vice President may be appealed to Step 3 of the above procedure.

E. Time Limits

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits will permit the aggrieved party to proceed to the next step.

2. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits will be considered to be acceptance of the decision rendered at that step.

3. The time limits specified in this procedure may be extended in any specific instance by mutual written agreement.

4. Disposition and Appeal

Submission by the individual within ten school days of development of the grievance.

Step 1	Disposition within three school days*. Appeals within five school days.
Step 2	Disposition within five school days*. Appeals within five school days.
Step 3	Disposition within seven school days*. Appeals within five school days.
Step 4	Arbitrator to be chosen within fifteen days of appeal from Step 3.

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*Assuming the responsible administrator is on campus.

ARTICLE VI

CONTRACTS, DISMISSALS, EVALUATIONS

A. Selection of All Instructors

The following procedure is to be observed in the selection of all potential instructors for presentation to the Board for employment:

1. The applicant must submit a written application to the Vice President for Academic Affairs.

2. The Vice President for Academic Affairs will submit the application along with other pertinent papers to the dean and department chairperson or coordinator concerned.

3. When feasible, the department chairperson with department members and the dean will interview independently and recommend to the Vice President for Academic Affairs the hiring of all instructors for the department. The Vice President for Academic Affairs will set the salary and will forward joint recommendations to the Board. In the case of interdisciplinary programs, other appropriate chairpersons or coordinators may interview prospective new faculty.

4. Initial placement will be on the appropriate column and will be within the structure of the salary schedule contained as part of this agreement and may not, in general, exceed $24,000.

5. Temporary Full-Time Instructors

   a) Temporary full-time instructors, who shall be defined as those instructors who are issued a contract for less than one (1) semester, may be employed on a special contract for the purpose of filling vacancies.

   b) These instructors are to hold the proper academic requirements for the area in which they will be assigned.

   c) This section shall be effective with the start of the Spring Semester, 1986.

   d) Grants Instructor

      1) A new instructor employed under a grant award will be entitled to all of the regular benefits of this contract, and will be considered a member of the

Faculty Association if the instructor is assigned to teach in an existing curriculum.

2) New instructors employed under a grant award and assigned to develop a new curriculum will receive all contract benefits when the curriculum is approved by the Triton College Board of Trustees and the Illinois Board of Higher Education. The tenure provision will not apply until such time as the curriculum is approved. If the grant program is discontinued, the instructor will no longer be entitled to the provision of this contract.

3) For the duration of the grant program, agreements between the granting agency and the college shall supersede the contractual provision.

4) Existing instructors who receive grant awards will continue to receive all contractual benefits. If the grant program is discontinued, the instructor will return to his/her former position without the loss of seniority or accrued benefits.

B. Reemployment

On or before April 15, the Board notifies candidates of their reemployment. A probationary staff member shall signify acceptance by signing and returning the contract within 10 days after notice of re-employment has been given. Tenured faculty shall be assumed to be returning. However, for planning purposes, the College may make inquiry of individual faculty members regarding their future plans. Such inquiry will include a statement that response from the faculty member is voluntary.

C. Evaluation

For tenured faculty members, the objectives of evaluation are:

1. to improve the instructor's quality of instruction
2. for staff development.

For nontenured faculty members, the objective of evaluation are:

1. to recommend continued employment

2. to improve the instructor's quality of instruction

3. for staff development.

D. Tenure, Dismissal and Re-employment

Tenure, dismissal of tenured faculty members, and re-employment and dismissal of nontenured faculty members shall be in accordance with the applicable Illinois statutory provisions. The current statutory provisions are set forth in Appendix E for information purposes only.

E. Termination of Employment

The resignation of an instructor shall be submitted in writing to the Vice President for Academic Affairs no later than 60 days before the start of the fall semester. Bona fide moves for advancement or other unusual circumstances may receive special consideration by the Board of Trustees.

F. Seniority for the Purpose of Retention

1. Determination of seniority: Seniority, the priority that comes because of length of service in the college, will be determined within a department and within the college on the following principles:

   Seniority of faculty members is based on the date of beginning continous full-time employment. Conflicts of seniority among faculty members with the same beginning date of full-time employment shall be resolved by earlier dates of part-time employment, or application for employment, in that order.

   Any services as a Triton College administrator will not be counted when determining faculty members' seniority for the purpose of retention only.

2. College-wide seniority and retention of employment: For purposes of retention of employment in the event of a reduction in size of faculty or elimination for one academic year of courses which a faculty member is qualified to teach, the least senior member in his/her field of qualification shall be first to be dismissed. Dismissal shall be considered only if it is impossible to provide him/her with a full-time program through the elimination of part-time instructors or overload.

3. Teaching Qualifications: The qualifications of a faculty member to teach specific courses or in par-

ticular fields shall be determined by any one or more of the following:

a) Teaching field specified in the college certificate or employment contract;

b) Number of years of teaching experience in his/her field at the college level;

c) Graduate degrees or graduate work amounting to at least fifteen hours in the field.

Where a faculty member cannot qualify to teach in a particular field on the basis of the above criteria, and where no graduate academic preparation is possible, relevant outside work experience may be considered.

G. Teaching Preference

It is understood that qualified full-time instructors have first preference to teach courses over part-time instructors. A full-time instructor's basic load may be made up of hours taught in more than one department.

H. Orderly Withdrawal of Curriculum

1. The Board of Trustees may approve a two-year leave for training of instructors who are dismissed through withdrawal of curriculum.

2. When the instructor has completed retraining and applies for an available position at the college, the instructor will be treated as an internal applicant.

3. Recognizing that circumstances may develop which will require the termination of either a curriculum or a subject when an organized curriculum does not exist, and that the college deems it to be essential to minimize the adverse effects which such action may have on the faculty who may be affected by such action, the following policy shall be in effect:

a) Low-Enrollment Programs

A report to the Curriculum Coordinating Committee shall be submitted in October of each year citing those curricula which have low enrollments. Generally, a program will be cited if it has not generated a minimum of thirty full-time curriculum majors in a three-year period. The procedure for the continuance or termination of such programs will be as follows:

1) The dean, in consultation with the assistant dean and department chairperson or coordinator (where appropriate), will submit a report for each low-enrollment curriculum or subject (when organized curriculum is not in effect), indicating those factors which appear to be directly responsible for the low enrollments. All affected instructors will be contacted to provide input at this early stage.

2) The report will include a recommendation for either continuation or termination of the program. If termination is recommended, the rationale will be attached.

3) When a curriculum repeatedly has low enrollments (under thirty) but extenuating circumstances prevail, those conditions will be explained. These may include such things as:

   (a) The limitation of certain health curriculums to enrollments of under thirty,

   (b) The fact that some low-enrollment curriucla are comprised entirely of courses which are also required by other programs, etc.

4) A Study Committee consisting of the dean, assistant dean or other appropriate administrator, and chairperson or coordinator directly involved in the recommendation, a representative of the Business Office, a representative of the Counseling Department, and instructors from the Curriculum Coordinating Committee shall be formed to study the recommendations for termination of curricula.

5) The Study Committee shall review the recommendations and provide an opportunity for any instructors affected by the recommendation to address the committee and to submit any information which he/she feels is pertinent to a final decision.

6) The Study Committee shall present its recommendation to the Curriculum Coordinating Committee in November. The recommendation may include a majority and a minority report.

7) The Curriculum Coordinating Committee will examine the Study Committee report and make its recommendation to the President's Cabinet. The recommendation may include a majority and a minority report.

8) The President's Cabinet will examine the recommendation of the Curriculum Coordinating Committee and make its recommendation to the Board of Trustees. The recommendation may include a majority and a minority report.

9) The Board of Trustees shall act on the recommendation of the President's Cabinet prior to February 1 of each year. Board action will be effective for the fall semester of the same year.

b) District Fiscal Difficulties

In the event that programs must be terminated for fiscal reason, high-cost programs will also be reviewed according to the procedure described above. A high-cost program is defined as one whose cost exceeds the average cost of programs by fifty per cent or more. Any review of these programs for possible termination should consider the popularity and success of the program in terms of the number of graduates and job placements as well as the space utilization and any other factors which may be the basis for a decision. If it is possible, an early decision should be made to provide as much lead time as possible to the faculty affected.

I. Faculty members shall not be suspended without pay or denied a salary increment except for just cause.

ARTICLE VII

PROFESSIONAL COMPENSATION

A. Salary Schedule

See Appendix B, salary schedule.

B. Basic Salary

1. The salary schedule for the college years 1985-86 and 1986-87 shall consist of four columns (except for July 1 to September 9, 1985 there shall also be a "Less than Master's " column):

   a) Master's

   b) Master's plus 30 hours

   c) Master's plus 60 hours

   d) Earned Doctorate*, Ph.D., Ed.D., M.D., D.D.S., D.A., J.D.

   *Must have 32 or more hours in teaching area with at least 12 graduate hours to qualify for this column.

2. Effective August 19, 1985 (August 14, 1985, for Chairpersons) through September 8, 1985, the faculty shall receive the same salary as received in the 1984-85 academic year or which they would have received if employed.

3. Effective September 9, 1985, the 1985-1986 salaries shall be calculated as follows. The 1984-1985 base salary shall be subtracted from the 1986-1987 salary (see appendix B) and that amount shall be divided in half. One half shall then be added to the old base salary of 1984-1985 to arrive at the new 1985-1986 academic year salary.

4. On the 1986-87 salary schedule, step increments shall be in the amount of 5% compounded, except for step 1b. The differentiation for column increments shall be determined by an educational index based on movement from Column 1. The educational index for Column 1, Master's, will be 1.00. The educational index for Column 2, Master's plus 30, will be 1.11 of Column 1. The educational index for Column 3, Master's plus 60, will be 1.11 of Column 2. The educational index for Column 4, Earned Doctorate, will be 1.08 of Column 3. The foregoing is reflected in the 1986-87 salary schedule (Appendix B). Step placement on the 1986-87 salary schedule shall be pursuant to the conversion table which appears as part of Schedule B.

5. The salary schedule includes a series of annual increments from the minimum salary to a maximum salary range. Maximum advancement vertically shall be one step each year in which step increments are applicable. For 1985-1987, there will be no step increments.

   Maximum advancement horizontally shall be one column every four years. Instructors qualifying for a column movement effective in 1985 will not be eligible for another column movement until 1989. This restriction does not apply to those individuals who qualify for the earned doctorate.

6. Horizontal movement on the salary schedule for instructors with a master's degree is dependent upon earning additional hours of approved course work or professional growth units as defined in Article VIII, or a combination of approved credit hours and professional growth units. No more than seven professional growth units per column shall be counted toward column movement. An instructor shall not move vertically in the same year in which he/she moves horizontally.

7. Instructors with less than a master's degree will advance horizontally one column with each 30 semester hours of approved study or professional growth units as defined in Article VIII, or a combination of approved credit hours and professional growth units, beginning with the date of employment. No more than seven professional growth units per column shall be counted toward column movement. An instructor shall not move vertically in the same year in which he/she moves horizontally.

8. Upon receiving sufficient college credits by the first class day of the fall semester and meeting the above eligibility requirements, individuals shall be moved horizontally on the salary schedule. Written notification of intent to move must be submitted to the Vice President for Academic Affairs on or before August 15 of the year the movement is contemplated. The necessary documentation shall be submitted on or before the first class day of the fall semester. A signed grade card shall be sufficient documentation pending receipt of transcript.

9. Only graduate credits from accredited institutions received after the date of conferring the master's degree shall be considered for advancement on the salary schedule. After September 1, 1972, courses must receive prior approval. Approval shall be the same as for tuition reimbursement as set forth in Article IV. G. 1. a., b.

10. For the classes listed here, an 0.8:1 ratio continues, and the instructor will receive $60 per laboratory hour per semester.

PE activity classes
MUS 151, 152, 171, 172, 177, 179, 180, 181, 219
CCA 130
DLT 242
REC 296
HIA 120, 130, 260, 290

C. Overload Rate of Pay

Overload payment is based on Appendix B, Overload Payment.

1. Instructors with 14-16 LHE basic load: If hours taught per semester exceed 16, overload rate will be paid from 15 LHE.

2. Instructors with 11-13 LHE basic load: If hours taught per semester exceed 13, overload rate will be paid from 12 LHE.

3. Plunkett Amendment: No faculty member shall be asked to teach an overload course or a summer school course, or any portion thereof, for which he/she is not paid in full.

Librarians

Librarians shall be paid at an hourly rate of 1/7 x academic-year salary divided by the number of days in the academic year for overtime work beyond the academic year or beyond the seven-hour work day (not including summer session).

Counselors

Counselors will be paid at the following overtime rate for overtime work beyond the seven-hour work day, including the period between fall and spring semesters.
1/10 of base contractual salary per month or .05 of a month's salary per day or 1/7 of a day's salary per hour.

Additional work time shall be made available to each counselor who volunteers for it in the amount of three and one-½ days for 7/1/85 to 6/30/86, and ten days for 7/1/86 to 6/30/87. These added days shall not be applicable to any counselor who declines to work any particular period.

D. Work Year

Work period for the faculty is 168 days in accordance with the faculty calendar. (See Appendix H).

E. Pension Plan

1. Participation in the State Universities Retirement System (SURS) is mandatory from the beginning date of full-time employment.

2. The Board will, for those faculty who elect to take this option, "pick up" (assume and pay to SURS) the employee contributions required by SURS. (Pursuant to Section 414 (h) (2) of the Internal Revenue Code.)

    a) A deduction as required by SURS is deducted from each payroll check for SURS upon participation and the Board will "pick up" the required employee contributions to SURS by such payroll deductions from its employee's earnings.

    b) The total amount so "picked up" by the Board shall be transmitted to SURS by the Board by separate warrant in the manner currently required by State law.

    c) The Board action in picking up such employee contributions is taken solely for the purpose of excluding the "picked-up" employee contributions from gross income and from the withholding requirement of the Internal Revenue Code.

3. Upon termination of employment, an employee may apply for a refund of the contributions plus interest.

F. Remuneration for Extra-Duty Professional Assignments

1. New instructors whose special qualifications and whose agreement to direct, sponsor, or coach a co-curricular activity are major considerations for their initial employment are expected to fulfill that co-curricular obligation on a continuing basis. In critical areas requiring specific skills and qualifications, namely, head coaching positions, fine arts activities, and sponsorship of the student newspaper, satisfactory fulfullment of a co-curricular obligation on a continuing basis may be a condition of re-employment if:

    a) the co-curricular position cannot be filled by a qualified member of the college's current instructional staff and/or

    b) current staffing does not permit the hiring of an additional full-time instructor qualified to fill the co-curricular position and/or

    c) the department chairperson*, dean, and Board of Trustees agree that the position cannot be filled satisfactorily by adjunct faculty.

2. Co-curricular assignments are to be made upon the recommendation of the department chairperson* and the dean, and are subject to the approval of the Board of Trustees.

a) Athletic Department

1) Schedule for Head Coaches

Positions	Remuneration
Cross Country	$1,497
Tennis	1,497
Women's Tennis	1,497
Indoor Track	1,497
Soccer	1,829
Women's Softball	1,829
Women's Volleyball	1,993
Track (men & women)	2,077
Baseball	2,077
Women's Basketball	3,320
Wrestling	2,988
Basketball	3,320
Football	3,320

2) The Assistant to the Head Coach is reimbursed at 60% of the remuneration of the Head Coach, based on the responsibility factor.

3) The Head of Intramurals is reimbursed at $2,657.

4) The Head of Men's Sports and the Head of Women's Sports are reimbursed at $1,660 with 3 LHE reduction. Additional released time may be negotiated between the Heads of Sports and the Vice President for Academic Affairs as the need warrants. Released time shall be applied equally to both Men's and Women's Sports.

5) Full-time teachers who are assistant coaches shall receive 60% of the Head Coach's remuneration.

*In the case of athletics, this applies to Head of Men's and Head of Women's Sports.

b) Fine Arts Department

1) Trident Sponsor: $2,300 per year plus 1.4 LHE reduction in load.

2) Art Gallery Director: $1,600 per year.

3) Director of Bands: $1,300 per year plus 3 LHE reduced load per semester.

4) Director of Choral Activities: $1,300 per year plus 3 LHE reduced load per semester.

5) Director of One-Act Plays: $900 and no more than two assignments per semester.

6) Director of Competitive Speech Activities: $1,000 per year with 3 LHE reduced load per semester.

7) Assistant Director of Competitive Speech Activities: $850 per year.

8) Director of Major Activity: $1,300 and 3 LHE hours reduced load per activity: one activity per semester (11-13 LHE).

3. If the staffing does not permit the hiring of new full-time faculty; assignments to coach, direct, or sponsor co-curricular activities will be made according to the following priorities:

   a) Full-time instructors who are currently assigned to coach, direct, or sponsor specific activities and who are performing satisfactorily.

   b) Qualified full-time members of the department or discipline to which the activity is related but to which an individual is not assigned.

   c) Qualified full-time faculty members from other departments of the college.

   d) Personnel hired by the Board of Trustees on special contract.

G. Remuneration for Summer College

The rate for the summer contract is based on Appendix B, Summer School Payment. At no time will a full-time instructor be issued a contract at a rate less than that paid to a part-time instructor.

Counselors, librarians, LPN instructors, ORT instructors and non-teaching chairpersons' summer salary shall be based on 1/10 of their base contractual salary for each month's work or .05 of a month's salary per day, whichever is applicable (one month = 20 days).

H. Copyrights and Patents

1. Definitions

Inventions	All devices, discoveries, processes, methods, uses, products or combinations, whether or not patented or patentable at any time under the Federal Patent Act as now existing or hereafter amended or supplemented.
Written Materials	All instructional, literary, art, dramatic, and musical materials or works, computer programs and all other materials, published or unpublished, whether or not copyrighted or copyrightable.
Recorded Materials	All sound, visual, audio-visual, films, tapes, videotapes, kinescopes or other recordings or transcriptions, published or unpublished, whether or not copyrighted or copyrightable.
Materials	Written materials and recorded materials.

2. It is the intention of the College to develop and utilize the best in teaching methods and techniques. Faculty and the College will share benefits of jointly created materials and inventions under the following terms:

   a. The College shall have no rights to any materials or inventions that faculty produce independently of College support.

   b. When the production of materials or inventions involves College support, the faculty member and the responsible administrator shall meet and discuss the proposal. The administrator and faculty member shall produce a written agreement defining the project and shall classify the work in terms of this section. Where there is College support, the College shall have sole ownership of recorded materials; the faculty member(s) shall have sole ownership of written materials and inventions. Income realized will be shared on the following basis:

	Faculty	College
1. Written materials and inventions	80%	20%
2. Recorded materials	40%	60%

c. The College or the faculty member may relinquish his/her rights at any time to the other, or he/she may offer his/her portion for sale to the other party.

d. In the absence of a written agreement, the provisions of this section will not apply. All written agreements require the approval of the Board of Trustees. The written agreements will serve as precedents of what constitutes "College support."

e. Any distribution, sale, release or disbursement of materials or inventions produced with College support will be subject to the good-faith approval of the College and the faculty member.

f. Rights to royalties on the part of the faculty member will be completely retained by same after leaving the College.

g. This section applies to all materials and inventions resulting from Research and Development Grants.

h. The terms of external grants and other external funding sources shall determine whether or not "College support" is involved as per this section.

I. Contract Date

For salary payment purposes, remuneration shall be based on the contractual salary in effect September 9, 1985 and July 1, 1986.

J. Pay Periods

Instructors may elect to receive salary payments on either a 10-or 12-month basis.

ARTICLE VIII

FACULTY DEVELOPMENT/RENEWAL

A. Professional Day

Professional Day activites will be planned and organized by the individual departments. A department's plans must be submitted and approved by the dean two weeks in advance of Professional Day. A report of the day's activities must be submitted within 30 days to the dean. Funds for expenses will be limited to $50 per department unless otherwise approved by the dean.

B. Faculty Development Leave

On the recommendation of the College President, the Board of Trustees may grant faculty development leaves of variable duration. The number of leaves granted and the amount of remuneration will be determined by the Board. At no time will an instructor on such a leave be expected to earn less than what he/she would be earning on his/her base contractual salary. Proposals for leaves must be submitted in writing to the dean on the prescribed form. Proposals may be initiated by the faculty member or may be recommended by the dean. There must be a reasonable expectation that the college will derive substantial benefit from the leave.

Upon completion of the leave, the faculty member will submit to the dean documentation that he/she has fulfilled the purposes for which the leave was granted.

C. Professional Growth Units

Professional Growth Units (PGU) may be awarded upon prior approval by the dean for the following types of activities:

1. Summer Work Experience (must be directly related to instructional assignment: i.e., Electronic Technician, Air Conditioning Service, etc.). 1 PGU for each 100 hours with 3 PGU maximum per summer. Unless unusual circumstances warrant such approval, PGU for summer employment would be approved for every other summer only.

2. Seminars, workshops (participation requiring significant effort: material development, presentation of paper, etc.). Available only if during non-college work periods; 0.3 PGU per day.

3. Special In-Service Program (programs developed by Triton and offered to staff on voluntary basis). PGU determined by specifics of program; i.e., length, outside effort, day scheduled, etc.

4. Credit courses (graduate or undergraduate; accredited or non-accredited institution if course has direct application to one's area of instruction). PGU equals actual credits earned.

5. Non-credit courses (courses directly applicable to instructional responsibilities). One to three PGU, depending on length of course and amount of outside effort required. Fifteen hours of class equal one PGU.

6. Special Projects (projects other than college-supported R&D projects beyond the scope of regular duties, special research projects, development of unusually time-consuming instructional aids, etc.). PGU value to be tentatively assessed when the proposal is made and reviewed at the halfway mark. One to three PGU depending on complexity of activity and time requirements.

7. Requests for PGU other than the above must be accompanied by a written rationale and approved by the department chairperson/coordinator before submitting the requests to the dean for his/her approval.

See Article IV, G. 3 (Reimbursement).

D. Sabbatical Leave

1. On the recommendation of the College President, the Board of Trustees may permit members of the professional staff to take sabbatical leaves for the purpose of self-improvement and benefit to the college district. The Faculty Association may make recommendations to the Vice President for Academic Affairs for sabbatical leaves.

2. Sabbatical leaves may be combined with programs of study, research, or travel which are financed by outside non-commercial agencies such as universities or foundations.

3. A maximum of 5% of the professional staff may be on a sabbatical leave at any one time.

4. Qualified staff members may be permitted to choose between the following alternatives as to the length of their sabbatical leaves:

Minimum Consecutive Years of Service	Length of Leave	Portion of Regular Salary Paid on Leave
3	1 year	29%
4	1 year	36
5	1 year	43
6	1 year	50
7	1 year	57
8	1 year	64
9	1 year	71
10	1 year	78
11	1 year	85
12	1 year	92
13 or more	1 year	100
3	1 semester	30
4	1 semester	40
5	1 semester	50
6	1 semester	60
7	1 semester	70
8	1 semester	80
9	1 semester	90
10 or more	1 semester	100

5. A staff member shall return for a minimum of one year after a one-semester sabbatical leave and a minimum of two years after a full-year sabbatical leave or repay the district for the amount of sabbatical pay. A staff member shall be required to put in a mininum of three years' service before applying for another sabbatical leave.

6. The leave shall be conditional upon a plan for study, research, travel or other activity proposed by the applicant and deemed by the Board to benefit the college district, which plan shall be approved by the Board and not thereafter modified without the approval of the Board.

7. The applicant also agrees in writing that if he/she does not return to contractual service in the district, all direct remuneration received from the Board during the sabbatical leave will be refunded unless the applicant is prevented from returning because of illness or incapacity.

8. The Board shall pay the instructor's contribution to the State Universities Retirement System during the sabbatical leave computed on the annual full-time salary rate under which the member last received earnings immediately prior to the leave or a proportional part of such rate for a partial year of sabbatical leave credit. At no time will pay exceed 100%, including SURS payment.

9. The amount of any financial grant provided by an outside noncommercial agency shall be considered in the granting of leave.

10. Application for sabbatical leave must be made prior to March 1 for leaves beginning the following fall and October 1 for leaves beginning the following spring. These deadline dates may be waived by the Board under unusual circumstances.

E. Professional Development Activities

1. Professional development activities refer to conferences, conventions, meetings, seminars, workshops, etc.

2. An instructor may be absent to attend local, state and national professional development activities upon the approval of the college.

3. All departments will be allocated $150 for each full-time faculty member plus $550 for the department. The department shall set its own procedure for the allocation of travel allowances.

4. When a faculty member has been requested to attend a PDA as an official representative of the college, or when he/she attends a PDA as an officer of the organization holding the PDA, or to present a paper, or to serve as a member of a panel, and such attendance has been approved and/or requested by the administration, he/she shall be reimbursed for all reasonable expenses. Such expenses shall not be charged against the department's budget.

5. In the event that in a given school or budget area there appears to be an excess of travel funds by February 15, the dean may recommend a budget transfer within the school travel accounts to the appropriate Vice President.

APPENDICES

A. JOB DESCRIPTIONS

1. Instructor
2. Librarian
3. Counselor
4. Department Chairperson
5. Coordinator of Library Services
6. Coordinator, Nursing and Allied Health Continuing Education

B. SALARY SCHEDULE

CONVERSION TABLE

OVERLOAD PAYMENT SCHEDULE

SUMMER PAYMENT

C. INDEPENDENT STUDY

INDIVIDUALIZED INSTRUCTION

D. ADDITIONAL-SESSION TEACHING LOAD

E. TENURE, DISMISSAL AND REEMPLOYMENT

F. SEXUAL HARASSMENT POLICY

G. NON-DISCRIMINATION POLICY

H. COLLEGE CALENDAR

I. INSURANCE

DUTIES OF THE INSTRUCTOR

Directly responsible to the Department Chairperson or appropriate administrator.

1. Instructs students in the facts, skills, and appreciations pertaining to the assigned courses.

2. Considers the general and special needs of the students, assists them in meeting their problems, and when necessary, seeks additional help from other college services.

3. Informs students of educational and occupational opportunities.

4. Observes schedule as approved by the departmental chairperson and appropriate administrator.

5. Cooperates with the department chairperson, department members and the appropriate administrators in the development of the curriculum, in the preparation of course syllabi, course outlines and the selection of textbooks.

6. Recommends library books and other instructional materials.

7. Assists in the organization and meetings of advisory committees where applicable.

8. Consults with department chairperson on matters pertaining to departmental problems; observes proper channels of communications.

9. Maintains an inventory of assigned equipment and supplies.

10. Submits mid-term and final grade reports, deficiency notices, attendance records, and any other reports pertaining to the assigned course.

11. Participates in the formation of policies and regulations and assists in enforcing the regulation. Informs department chairperson in writing of any pending problem that might have a detrimental effect on the college.

12. Participates in faculty and professional organizations.

13. Informs students at first class session each term of the class requirements, grading procedure, attendance requirements, and objectives the instructor feels are appropriate.

APPENDIX A

DUTIES OF THE LIBRARIAN

Directly responsible to the Coordinator of Library Services.

1. Selects printed and non-book materials for the library collection and requisitions to purchase.
2. Supervises the acquisition of library materials and supplies.
3. Catalogs books and non-book materials.
4. Supervises the preparations and processing for circulation of books, periodicals and audio-visual software materials.
5. Supervises the circulation and retrieval of library materials.
6. Supervises students in the library and enforces library rules and regulations.
7. Gives instruction, both formal and informal, in the use of library materials and services.
8. Gives reference service to students and faculty.
9. Aids students and faculty members in the selection of materials.
10. Prepares book lists and lists of non-book materials.
11. Prepares news articles, bulletins, displays, etc., to publicize and promote the library.
12. Assists in the preparation of reports on library actitivites and resources.
13. Directs and supervises the duties of library assistants, clerks, and student aides.
14. Interprets the card catalog for students.
15. Develops and maintains good relations with other departments of the college and with individual members of the faculty.
16. Participates in faculty and professional organizations.
17. Submits required reports.
18. Performs a variety of other professional duties as may be directed by the Coordinator of Library Services.

APPENDIX A

DUTIES OF THE COUNSELOR

Directly responsible to the Assistant Dean of Counseling.

1. Assists students in reaching solutions to problems which hamper goal attainment; encourages student self-evaluation; encourages students to progress toward personal adjustment and self-realization.

2. Counsels students regarding educational problems; when appropriate, refers students to academic advisors for resolution of academic concerns; assists students' progress toward their academic goal.

3. Maintains contact with community resources and agencies related to guidance and counseling. When problems which require referral are cited, refers students to a specialist; i.e., legal, psychiatric, medical, etc.

4. Diagnoses student learning problems and works to help students overcome deficiencies.

5. Works with groups of students in affective skill development and to develop a psychological support base for those students needing this form of assistance.

6. Works with teams of staff to focus a variety of expertise on particular student and institutional services.

7. Identifies and develops institutional resources to serve the unique interests and needs of students.

8. Assists in the planning, facilitation, and evaluation of course offerings in the area of Student Development. Teaches in the area of Student Development as assigned.

9. Is responsible for the development of a cooperative relationship with the faculty in areas assigned.

10. Articulates with upper division institutions and college departments as assigned.

11. Administers and interprets appropriate tests as a part of the counseling process.

12. Assists in new-student orientation; provides guidance and information in the selection of curriculum fitted to meet interests and abilites.

13. Performs a variety of other professional duties as may be assigned by the Assistant Dean of Students.

APPENDIX A

DUTIES OF THE DEPARTMENT CHAIRPERSON

Directly responsible to the Assistant Dean or Dean.

1. Stimulates, promotes, and expedites instructional improvement.

2. Is specifically involved in single-course curriculum revision within the department. Prepares catalog material for the department.

3. Recommends the schedule of semester and summer college classes within departmental jurisdiction.

4. Coordinates examination materials where necessary.

5. Assists in the selection of textbooks and recommends their approval.

6. Formulates, establishes, and maintains a physical and personal environment conducive to support of college objectives and college philospphy.

7. Is responsible for stimulating and heightening performance of all full-time personnel in the department.

8. Holds regular department meeting to consider instructional improvement, change, etc.

9. Develops, for presentation to his/her respective dean, recommendations for full-time staff positions within the department.

10. Evaluates and recommends, with the administration, re-employment of part-time instructors within the discipline; is responsible for academic orientation and academic direction of these instructors.

11. With department members, evaluates the instructors within the department, tenured and nontenured, for the improvement of instruction. Recommends, with the administration, the granting of tenure to instructors. (In the context used above, evaluates is intended to mean classroom visitation for the sole purpose of subject-matter competence.)

12. Orients substitutes to maintain instructional values and continuity.

13. Develops, submits and later recommends the approval of all items budgeted for this department.

14. Conducts day-to-day physical and economic details of administration for the department.

15. Is responsible for non-faculty supportive personnel within this department; i.e., aides, lab aides, time cards.

16. Performs a variety of other duties as may be assigned by the appropriate administrator.

APPENDIX A

COORDINATOR OF LIBRARY SERVICES

Directly responsible to the Dean of Learning Resources.

1. Stimulates, promotes, and expedites library services and cooperates with the other operational areas of the LRC to provide a full complement of instructional resource services.
2. Recommends the schedule for professional and classified personnel in the library; evaluates the staff and is responsible for staff development.
3. Develops and implements long- and short-term goals for the library.
4. Assists in the development of the library budget and recommends the purchase of library materials and supplies.
5. Responsible for developing and implementing systems for the technical processing and circulation of library materials.
6. Participates in professional library organizations.
7. Other related duties as may be assigned.

COORDINATOR, NURSING AND ALLIED HEALTH CONTINUING EDUCATION

Directly responsible to the Dean of Continuing Education; works closely with the Assistant Dean, Health Careers.

1. Develops, organizes, coordinates and promotes all continuing educational offerings related to nursing and allied health.
2. Investigates, evaluates and secures cooperating health agencies that will be utilized for selected continuing educational offerings related to nursing and allied health.
3. Coordinates the continuing educational offerings for nursing and allied health taught at extensions of campus.
4. Recommends instructors for continuing educational offerings.
5. Assumes responsibility for and assists with orientation of newly appointed part-time nursing and allied health continuing education faculty.
6. Assists the part-time nursing and allied health continuing education faculty in developing course objectives, content and evaluation.
7. Assists in the selection of textbooks and recommends their approval.
8. Prepares brochures and related catalog material to aid in recruitment.
9. Continually evaluates continuing education offerings in terms of current Illinois legislation requiring mandatory continuing education for license renewal of Illinois health professionals.
10. Submits content of all nursing and allied health programs to their respective organizations for continuing education units (CEU) approved at least 60 days prior to the beginning of the learning activity.
11. Coordinates and assists in the development of multi-media materials used for continuing educational offerings at Triton and cooperating health agencies.
12. Evaluates multi-media materials in respect to community requirements and individual nursing and allied health continuing educational needs and interests.
13. Holds weekly staff meetings for media construction, revision and evaluation; and for establishing a channel of communication with the media department.

14. Assists in long-term planning for continuing educational offerings including curriculum equipment and facilities.

15. Establishes and works closely with the community advising committee of health professionals responsible for continuing education.

16. Represents the college by serving on state planning committees for continuing education; attendance at local and area health profession society or organization meetings.

17. Develops and submits an annual budget for the operation of the department.

18. Plans for and attends meetings and conferences as directed by the Dean of Continuing Education.

19. Assists in establishing and maintaining good communication among the community, health agencies and the college.

20. Performs other duties as may be assigned by the Dean.

Qualifications

1. Master's degree in Adult Continuing Education or in Nursing and Allied Health Education.

2. Experience in a variety of health-setting roles and institutions.

3. Minimum of three years' teaching experience in nursing or allied health, preferably in a community college.

4. Knowledge of the mandatory and voluntary continuing education programs for the health professional in Illinois.

5. Current Illinois licensure or national certification in a health-profession area.

APPENDIX B

FACULTY SALARY SCHEDULE
1986-1987

Step	MA	MA + 30	MA + 60	PhD
1A	$19,950	$22,145	$24,580	$26,547
1B	21,000	23,310	25,874	27,944
2	22,050	24,476	27,168	29,341
3	23,153	25,699	28,526	30,808
4	24,310	26,984	29,953	32,349
5	25,526	28,333	31,450	33,966
6	26,802	29,750	33,023	35,664
7	28,142	31,238	34,674	37,448
8	29,549	32,800	36,407	39,320
9	31,027	34,439	38,228	41,286
10	32,578	36,161	40,139	43,350
11	34,207	37,970	42,146	45,518
12	35,917	39,868	44,253	47,794

CONVERSION TABLE

Old No MA	New MA	Old MA	New MA	Old MA+30	New MA+30	Old MA+60	New MA+60	Old PHD	New PHD
1	1A	1	1A	1	1A	1	1A	1	1A
2	1A	2	1B	2	1B	2	1B	2	1B
3	1A	3	2	3	2	3	2	3	2
4	1B	4	3	4	3	4	3	4	3
5	1B	5	4	5	3	5	3	5	3
6	2	6	4	6	4	6	4	6	4
7	3	7	5	7	5	7	5	7	5
8	4	8	6	8	6	8	6	8	6
9	5	9	7	9	7	9	6	9	6
10	5	10	8	10	7	10	7	10	7
11	6	11	8	11	8	11	8	11	8
12	7	12	9	12	9	12	8	12	8
13	7	13	10	13	9	13	9	13	9
14	8	14	10	14	10	14	10	14	10
15	9	15	11	15	11	15	10	15	10
				16	11	16	11	16	11
				17	12	17	11	17	11
						18	12	18	12

APPENDIX B

Overload Rate Schedule: Pay per 1 LHE
1985 - 1987

Step	Col. 1 No MA	Col. 2 MA	Col. 3 MA + 30	Col. 4 MA + 60	Col. 5 Ph.D.
1	$410	$410	$410	$413	$447
2	410	410	410	434	470
3	410	410	416	454	492
4	410	410	435	475	514
5	410	413	454	495	537
6	410	430	473	516	559
7	410	447	492	537	581
8	410	454	499	544	590
9	410	454	499	544	590
10	410	454	499	544	590
11	410	454	499	544	590
12	410	454	499	544	590
13	410	454	499	544	590
14	410	454	499	544	590
15	410	454	499	544	590
16			499	544	590
17			499	544	590
18				544	590

(Based on 1983-85 column and step chart--all eligible for step move 1 step each year.)

1985-1987 Summer School: Pay per 1 LHE

Step	No MA	MA	MA + 30	MA + 60	Ph.D.
1	$310	$344	$378	$413	$447
2	325	361	397	434	470
3	341	378	416	454	492
4	356	396	435	475	514
5	372	413	454	495	537
6	387	430	473	516	559
7	403	447	492	537	581
8	418	464	511	557	604
9	434	482	530	578	626
10	449	499	549	599	649
11	464	516	568	619	671
12	480	533	587	640	693
13	495	551	606	661	716
14	511	568	624	681	738
15	526	585	643	702	760
16			662	723	783
17			681	743	805
18				764	827

(Based on 1/50 of a full-time instructor's base contractual salary during 1984-85 for each LHE taught during the summer term - all eligible for step move 1 step each year.)

APPENDIX C

INDEPENDENT STUDY

Students may pursue supervised study for one to four semester hours of credit on an independent basis for academic work which reflects a reasonable and moderate extension of courses already approved for community college programs. Independent study may not be used in place of a regularly scheduled academic course.

After consultation with a full-time instructor who approves of the student's Independent Study Proposal and agrees to supervise the independent study, the student must obtain approval of the appropriate chairperson/coordinator and academic administrator.

Faculty compensation for supervising Independent Study student will be determined as follows:

> For each student he/she is directing and supervising, the instructor will be paid for 1/20 LHE per semester hour of independent study credit. One LHE of pay is equal to the instructor's base contractual salary divided by 30.

APPENDIX C

INDIVIDUALIZED INSTRUCTION

Individualized instruction will mean a method of instruction which provides the means whereby a student may complete a college course at a rate which is determined primarily by the student's ability, motivaiton and interest. This method of instruction may be employed for single-section instruction, for teaching large numbers of students enrolled in the same course, and for teaching large or small numbers of students enrolled in several different courses.

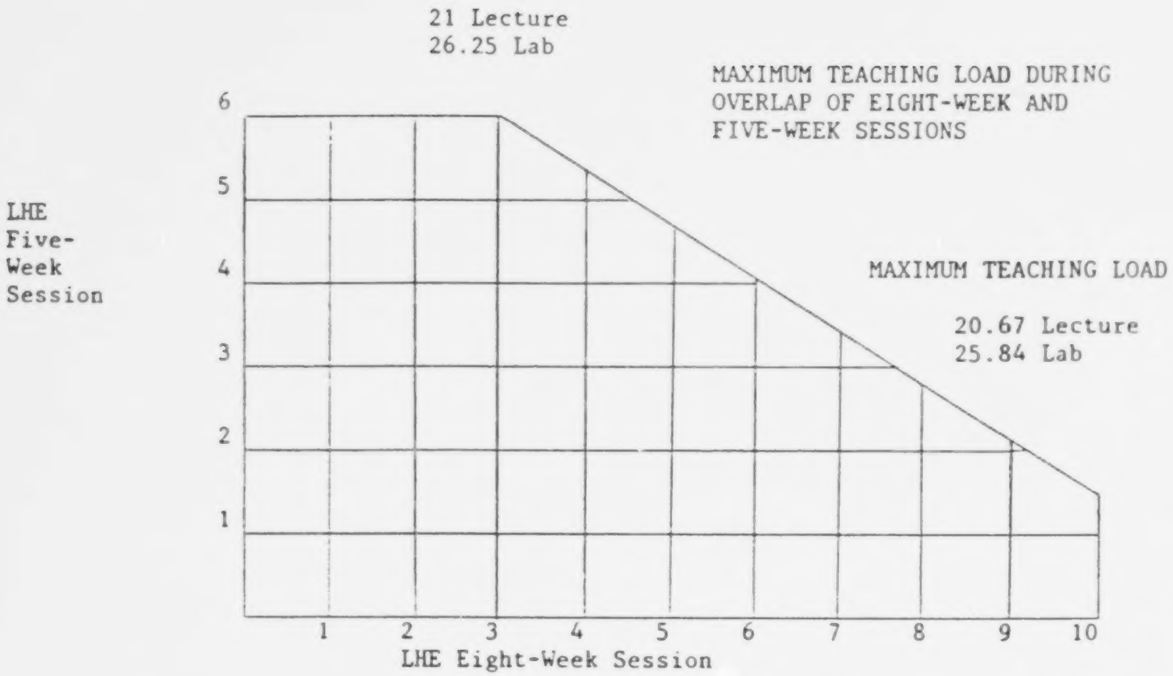
Individualized Instruction classes may be taught solely by faculty or by faculty assisted by other supportive personnel. The student/faculty ratio for indivdualized instruction will be established by the dean in consultation with the department chairperson or coordinator and affected faculty member.

Prior to establishing an individualized instruction system for any program or discipline, extensive study and planning by academic administrators, the department chairperson, and the faculty who teach in that program or discipline are required.

Full-time faculty will not be laid off or reassigned to a different department as a consequence of establishing an individualized instruction program. No instructor will be involuntarily assigned to individualized instruction classes unless he/she has been hired for such an assignment.

Individualized instruction programs will be evaluated periodically to assess their effectiveness. This evaluation is the joint responsibility of the faculty, the chairperson/coordinator, and administrator.

APPENDIX D



Examples:

A. An instructor who is assigned to 6 LHE in the five-week session may not be assigned more than 3 LHE in the eight-week session.

B. An instructor who is assigned 4 LHE in the five-week session may be assigned up to 6 LHE in the eight-week session.

C. An instructor who is assigned 10 LHE in the eight-week session may be assigned up to 1.5 LHE in the five-week session.

D. An instructor who is assigned 7 LHE in the eight-week session may be assigned up to 3.5 LHE in the five-week session.

E. An instructor who is assigned 6 LHE in the first five-week session and 6 LHE in the second five-week session may be assigned up to 3 LHE in the eight-week session for a total summer teaching load of 15 LHE.

The criteria and procedure for summer-session assignment described in Article III of the Negotiated Agreement will apply.

APPENDIX E

An Act to add Article 1113 To the "Public Community College Act," approved July 15, 1965, as amended:

Be it enacted by the People of the State of Illinois, represented in the General Assembly:

Section 1. Article 1113 is added to the "Public Community College Act," approved July 15, 1965, as amended, the added Article to read as follows:

ARTICLE 1113 TENURE

(Ch. 122, new par. 103B-1)

Sec. 3B-1. Definitions. As used in this Article, the following terms shall have the meanings hereinafter stated:

"District" means a Community College District.

"Board" means a Board of a Community College District.

"Faculty Member" means a full time employee of the District regularly engaged in teaching or academic support services, but excluding supervisors, administrators and clerical employees.

"School Year" means a regular academic year or its equivalent excluding summer school.

"Term" means a term within a school year.

"Notice" means a written notice delivered in person or deposited in the US Mail by certified or registered mail, postage prepaid, addressed to the faculty member's last known address.

(Ch. 122, new par. 103B-2)

Sec. 3B-2. Tenure. Any faculty member who has been employed in any district for a period of three consecutive school years shall enter upon tenure unless dismissed as hereinafter provided. However, a board may, at its option, extend such period for one additional school year by giving the faculty member notice not later than 60 days before the end of the school year or term during the school year or term immediately preceding the school year or term in which tenure would otherwise be conferred. Such notice must state the corrective actions which the faculty member should take to satisfactorily complete service requirements for tenure. The specific reasons for the one-year extension shall be confidential but shall be issued to the teacher upon request. The foregoing provision for a three-year period and optional one-year extension shall not be construed to interfere with or abrogate local board rules or contracts which now or hereafter may provide for a lesser period of service before entering upon tenure. A tenured faculty member shall have a vested contract right in continued employment as a faculty member subject to termination only upon occurrence of one or more of the following:

a) Just cause for dismissal; or

b) A reduction in the number of faculty members employed by the board or a discontinuance of some particular type of teaching service or program.

(Ch. 122, new par. 103B-3)

Sec. 3B-3. Dismissal of Non-tenured Faculty Member. Every Board shall provide by rule or contract for a procedure to evaluate the performance and qualifications of non-tenured faculty members. If the implementation of such procedure results in a decision to dismiss a non-tenured faculty member for the ensuing school year or term, the Board shall give notice thereof to the faculty member no later than 60 days before the end of the school year or term. The specific reasons for the dismissal shall be confidential but shall be issued to the teacher upon request. If the Board fails to give such notice within the time period, the faculty member shall be deem reemployed for the ensuing school year. If the Board fails to give such notice within the time provided during the third year, or during the fourth year in the case of a one year extension, the faculty member shall enter upon tenure during the ensuing school year or term.

(Ch. 122, new par. 103B-4)

Sec. 3B-4. Dismissal of Tenured Faculty Member for Cause. If a dismissal of a tenured faculty member is sought for cause, the Board must first approve a motion by a majority vote of all its members. The specific charges for dismissal shall be confidential but shall be issued to the tenured faculty member upon request. The Board decision shall be final unless the tenured faculty member within ten days requests in writing of the Board that a hearing be scheduled. If the faculty member within ten days requests in writing that a hearing be scheduled, the Board shall schedule such hearing on those charges before a disinterested hearing officer on a date no less than 45 days nor more than 70 days after the adoption of the motion. The hearing officer shall be selected from a list of five qualified arbitrators provided by a nationally recognized arbitration organization. Within ten days after the teacher receives the notice of hearing, either the Board and the teacher mutually or the teacher alone shall request the list of qualified hearing officers from the arbitration organization. Within five days from receipt of the list, the Board and the teacher, or their legal representatives, shall alternately strike one name from the list until one name remains. The teacher shall make the first strike. Notice of such charges shall be served upon the tenured faculty member at least 21 days before the hearing date. Such notice shall contain a bill of particulars. The hearing shall be public at the request of either the tenured faculty member or the Board. The tenured faculty member has the privilege of being present at the hearing with counsel and of cross-examining witnesses and may offer evidence and witnesses and present defenses to the charges. The hearing officer, upon request by either party, may issue subpoenas requiring the attendance of witnesses and production of documents. All testimony at the hearing shall be taken under oath administered by the hearing officer. The hearing officer shall cause a record of the proceedings to be kept and the Board shall a employ a competent reporter to take stenographic or stenotype notes of all testimony. The costs of the reporter's attendance and services at the hearing and all other costs of the hearing shall be borne equally by the Board and the tenured faculty member. Either party desiring a transcript of the hearing shall pay for the cost thereof. If, in the opinion of the Board, the interests of the district require it, the Board, after 20 days notice, may suspend the tenured faculty member pending the hearing, but if acquitted, the tenured faculty member shall not suffer the loss of any salary by reason of the suspension. The hearing officer shall, with reasonable dispatch, make a decision as to whether or not the tenured faculty member shall be dismissed and shall give a copy of the decision to both the tenured faculty member and the Board. The decision of the hearing officer shall be final and binding.

(Ch. 122, new par. 103B-5)

Sec. 3B-5. Reduction in Number of Faculty Members. If a dismissal of a faculty member for the ensuing school year results from the decision by the Board to decrease the number of faculty members employed the Board or to discontinue some particular type of teaching service or program, notice shall be given the affected faculty member not later than 60 days before the end of the preceding school year, together with a statement of honorable dismissal and the reason therefore; provided that the employment of no tenured faculty member may be terminated under the provisions of this Section while any probationary faculty member, or any other employee with less seniority, is retained to render a service which the tenured employee is competent to render. In the event a tenured faculty member is not given notice within the time herein provided, he/she shall be deemed reemployed for the ensuing school year. For the period of 24 months from the beginning of the school year for which the faculty member was dismissed, any faculty member shall have the preferred right to reappointment to a position entailing service he/she is competent to render prior to the appointment of any new faculty member; provided that no non-tenured faculty member or other employee with less seniority shall be employed to render a service which a tenured faculty member is competent to render.

(Ch. 122, new par. 103B-6)

Sec. 3B-6. Review under the Adminstrative Review Act. The provisions of the "Administrative Review Act," approved May 8, 1945, and all amendments and modifications thereof and the rules adopted pursuant thereto, shall apply to and govern all proceedings instituted for the judicial review of final administrative decisions of a hearing officer under Section 3B-4 of this Article. The term "administrative decisions" is defined as in Section 1 of said "Administrative Review Act."

APPENDIX F

TRITON COLLEGE POLICY ON SEXUAL HARASSMENT

Sexual harassment is illegal under both state and federal law. In some cases, it may be subject to prosecution under the criminal sexual conduct law.

In support and implementation of the law, and in an effort to provide an educational environment free from condoned harassment, it is the policy of Triton College that no member of the college community including but not limited to employees or students may sexually harass another. Any employee or student will be subject to disciplinary action for violation of this policy.

Unwelcome requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or education;
2. submission to or rejection of such conduct by an individual is used as the basis for academic or employment decisions affecting that indivdiual;
3. such conduct has the purpose or effect of unreasonably interfering with an individual's academic or professional performance.

Sexual harassment in any situation is reprehensible. It is particularly damaging when it exploits the dependence and trust inherent in student/faculty or employee/supervisor relationships. When the authority and power inherent in these relationships is abused in this way, there is potentially great damage to the individual, to the person complained of, and to the general climate of the College.

APPENDIX G

TRITON COLLEGE POLICY ON DISCRIMINATION

It is the policy of Triton College not to discriminate on the basis of race, color, creed, national origin, handicap, age, sex or marital status in admission to and participation in its educational programs, employment policies, or college activities.

Inquiries regarding compliance with state and federal nondiscrimination regulations may be directed to Alice Ralph, Assistant to the Executive Director of Personnel and Affirmative Action Officer, Triton College, 2000 Fifth Avenue, River Grove, llinois, 60171 or to any of the following agencies:

1. Equal Employment Opportunity Commission
   2401 E. Street N.W., Washington D.C., 20506
   or the
   Chicago District Office at 536 S. Clark, Room 900
   Chicago, IL 60605 (312) 353-2713

2. Illinois Department of Human Rights
   100 W. Randolph, Suite 10100
   Chicago, IL 60601 (312) 917-6200

3. Office of Civil Rights, U.S. Department of Education
   300 S. Wacker
   Chicago, IL 60606 (312) 353-3865

COLLEGE CALENDAR*
FALL SEMESTER 1985

AUGUST 1985

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	$\boxed{19}$	$\boxed{20}$	㉑	22	23	24
25	26	27	28	29	30	31

SEPTEMBER 1985

S	M	T	W	T	F	S
1	②	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER 1985

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	⑭	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER 1985

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	㉗	㉘	㉙	㉚

DECEMBER 1985

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	㉔	㉕	26	27	28
29	30	31				

*CALENDAR REVISION
Oct., 1985

1. Make-up days: Oct. 14, Nov. 17, Dec. 20
2. Final exams: Dec. 14 - December 20

FALL 1985

Aug. 14	Dept. Chairpersons return
Aug. 19-20	Faculty Workshop
Aug. 21	Classes begin on campus
Sept. 2	Labor Day
Oct. 14	Columbus Day
Nov. 27-30	Thanksgiving Recess
Dec. 13-19	Final Exams

SUMMARY OF INSTRUCTION INCLUDING EXAMS

Monday	15	Thursday	17
Tuesday	17	Friday	16
Wednesday	17	Saturday	16

SUMMARY OF FIRST SEMESTER INSTRUCTION
(including exam)

	85-86	84-85	83-84	82-83	81-82	80-81	79-80
Faculty Work Days	82	82	82	81	81	81	82
Faculty Workshop Days	2	2	2	2	3	3	3
TOTAL	84	84	84	83	84	84	85

SPRING SEMESTER 1986 *

JANUARY 1986

S	M	T	W	T	F	S
			①	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	⑳	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY 1986

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	⑰	18	19	20	21	22
23	24	25	26	27	28	

MARCH 1986

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	⑭	15
16	17	18	19	20	21	22
23	24	25	26	27	㉘	㉙
30	㉛					

APRIL 1986

S	M	T	W	T	F	S
		①	②	③	④	⑤
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAY 1986

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	㉖	27	28	29	30	31

*CALENDAR REVISION, Oct., 1985

Final exams will be May 15-21.

SPRING 1986

Jan. 13	Faculty Workshop
Jan. 14	Classes begin
Jan. 20	Martin Luther King Day
Feb. 17	President's Day
Mar. 14	Faculty Day
Mar. 28-Apr. 6	Spring Recess
May 16-22	Final Exams
May 22	Graduation

SUMMARY OF INSTRUCTION INCLUDING EXAMS

Monday	15	Thursday	18
Tuesday	18	Friday	15
Wednesday	18	Saturday	16

SUMMARY OF SECOND SEMESTER INSTRUCTION
(including exam)

	85-86	84-85	83-84	82-83	81-82	80-81	79-80
Faculty Work Days	83	84	85	86	86	86	86
Faculty Workshop Days	1	1	1	1	3	2	2
TOTAL	84	85	86	87	89	88	88

SUMMER SEMESTER 1986

JUNE 1986

S	M	T	W	T	F	S
1	⊕2	3	4	5	6	7
8	9	10	11	12	13	14
15	⊕16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

JULY 1986

S	M	T	W	T	F	S
		1	2	3	④	5
6	⊕7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

AUGUST 1986

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

First 5-week term	June 2-July 3
8-week term	June 16-August 8
Second 5-week term	July 7-August 8

SUMMARY OF SUMMER COLLEGE INSTRUCTION
(including exam)

	85-86	84-85	83-84	82-83	81-82	80-81	79-80
First 5-week term	24	25	25	25	25	-	-
8-week term	39	39	39	39	39	39	39
Second 5-week term	25	24	24	24	25	-	-

KEY:

○	Holiday	⌜	First Day (Chairpersons/ Coordinators)
△	Final Examination	⊕	First Day of Class
□	Workshop - Registration Professional Day	**	Graduation

COLLEGE CALENDAR FOR CONTINUING EDUCATION ON AND OFF CAMPUS; AND ARTS AND SCIENCES, AND CAREER EDUCATION OFF-CAMPUS EVENING CLASSES

Because classes will begin at a date later than the regular fall semester beginning date of August 21, each three-hour class schedule for one meeting per week will have added to it 15 contact minutes. A typical starting time of 7:15 p.m. and ending time of 10:00 p.m. would, therefore, be 7:00 p.m. to 10:00 p.m.

SEPTEMBER 1985

S	M	T	W	T	F	S
1	②	$\boxed{3}$	$\boxed{4}$	$\boxed{5}$	$\boxed{6}$	7
8	$\boxed{9}$	10	11	12	13	14
15	**16	**17	**18	**19	**20	**21
22	23	24	25	26	27	28
29	30					

(Classes begin 9/3/85)

OCTOBER 1985

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	⑭	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER 1985

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	㉗	㉘	㉙	㉚

DECEMBER 1985

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	△16	△17	△18	△19	20	21
22	23	24	㉕	26	27	28
29	30	31				

(Classes end 12/12/85)

SUMMARY OF INSTRUCTION INCLDUING EXAMS

Monday	13	Wednesday	14
Tuesday	15	Thursday	14

Note: Spring semester 1986 will follow the regular schedule. Second semester on- and off-campus adult education classes begin the week of February 3.

KEY:

○	Holiday
△	Final Examination
☐	Credit classes begin at extension centers
**	Continuing ed classes begin on & off campus

AUGUST 1986

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	⑲	20	21	22	23
24	25	26	27	28	29	30
31						

SEPTEMBER 1986

S	M	T	W	T	F	S
	①	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCTOBER 1986

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	⑬	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER 1986

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	㉖	㉗	㉘	㉙
30						

DECEMBER 1986

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	㉔	㉕	26	27
28	29	30	31			

9/2	Off-campus college credit classes begin
9/15	Adult Education classes begin

FALL 1986

Aug. 13	Dept. Chairpersons return
Aug. 18	Faculty Workshop
Aug. 19	Classes begin on campus
Sept. 1	Labor Day
Oct. 13	Columbus Day
Nov. 26-29	Thanksgiving Recess
Dec. 12-18	Final Exams

SUMMARY OF INSTRUCTION INCLUDING EXAMS

Monday	15	Thursday	17
Tuesday	18	Friday	16
Wednesday	17	Saturday	16

SUMMARY OF FIRST SEMESTER INSTRUCTION
(including exam)

	86-87	85-86	84-85	83-84	82-83	81-82	80-81
Faculty Work Days	83	82	82	82	81	81	81
Faculty Workshop Days	1	2	2	2	2	3	3
TOTAL	84	84	84	84	83	84	84

JANUARY 1987

S	M	T	W	T	F	S
				①	2	3
4	5	6	7	8	9	10
11	$\boxed{12}$	~~⑬~~	14	15	16	17
18	⑲	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY 1987

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	⑯	17	18	19	20	21
22	23	24	25	26	27	28

MARCH 1987

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	⑬	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL 1987

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	⑰	⑱
19	⑳	㉑	㉒	㉓	㉔	㉕
26	27	28	29	30		

MAY 1987

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	~~14~~	~~15~~	~~16~~
17	~~18~~	~~19~~	~~20~~	**21	22	23
24	㉕	26	27	28	29	30
31						

1/21	College credit classes begin on- and off-campus
2/2	Adult Education classes begin

SPRING 1987

Jan. 19	Martin Luther King Day
Jan. 12	Faculty Workshop
Jan. 13	Classes begin
Feb. 16	President's Day
Mar. 13	Faculty Day
Apr. 17-26	Spring Recess
May 14-20	Final Exams
May 21	Graduation

SUMMARY OF INSTRUCTION INCLUDING EXAMS

Monday	15	Thursday	18
Tuesday	18	day	15
Wednesday	18	Saturday	16

SUMMARY OF SECOND SEMESTER INSTRUCTION
(including exam)

	86-87	85-86	84-85	83-84	82-83	81-82	80-81
Faculty Work Days	83	84	84	85	86	86	86
Faculty Workshop Days	1	1	1	1	1	3	2
TOTAL	84	85	85	86	87	89	88

SUMMER SEMESTER 1987

JUNE 1987

S	M	T	W	T	F	S
	⊕1	2	3	4	5	6
7	8	9	10	11	12	13
14	⊕15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

JULY 1987

S	M	T	W	T	F	S
			1	2	③	④
5	⊕6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	31	31	

AUGUST 1987

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

(6/8 Continuing Education classes begin)

First 5-week term	June 1-July 2
8-week term	June 15-Aug. 7
Second 5-week term	July 6-August 7

SUMMARY OF SUMMER COLLEGE INSTRUCTION
(including exam)

	86-87	85-86	84-85	83-84	82-83	81-82	80-81
First 5-week session	24	24	25	25	25	25	-
8-week session	39	39	39	39	39	39	39
Second 5-week session	25	25	24	24	24	25	-

KEY:

- ○ Holiday
- △ Final Examination
- ☐ Workshop - Registration
- Professional Day
- ⌜ First Day (Chairpersons/Coordinators)
- ⊕ First Day of Class
- ** Graduation

APPENDIX I

INSURANCE

1. Utilization Review Program

Confed. Admin. Services, Inc. has contracted with INTRACORP (the Review Organization), an independent organization which provides Medical Review Services. Medical Review Services consist of:

A. Pre-Admission Certification and Continued Stay Review
Pre-Admission Certification and Continued Stay Review are the processes used to certify the medical necessity and length of any inpatient Hospital stay. You should have your Physician request Pre-Admission Certification before each inpatient Hospital admission. The Review Organization will perform at least one Continued Stay Review prior to the end of the certified length of stay.

B. Second Surgical Opinions for Selected Procedures You or your Dependent must obtain a Second Surgical Opinion when your Physicial recommends any of the Surgical Procedures in the following list:

Breast	- Breast surgery (non-malignant)
Orthopedics	- Back surgery including cervical and lumbar laminectory, discectomy, scoliosis repair and fusion. - All feet surgery including bunionectomy, toe surgery, forefoot reconstruction, excision of Morton's neuroma, metatarsal osteotomy and ostectomy. - Repair, fusion and reconstructive surgery of any joint including all knee surgery and elective hip surgery.
Respiratory	- Nasal surgery (e.g. submucous resection including septoplasty septorhinoplasty).
Ear/Nose/ Throat	- Tonsillectomy and/or adenoidectomy. - Repair and reconstruction of the middle and inner ear.
Eye(Face)	- Cataract extraction. - Plastic procedures on eyelids and lacrimal tract. - Facial surgery.
Cardiovascular	- Renal artery repair and reconstruction. - Ligation and stripping of varicose veins.
Digestive	- Hernia repair. - Elective gastrectomies (non-malignant). - Vagotomy and/or pyloroplasty. - Surgery for morbid obesity (e.g. gastric by-pass or partition, intestinal by-pass). - Cholecystectomy.

	- Pancreatectomy. - Abdominal panniculectomy - Hemorrhoidectomy. - Exploratory laparotomy.
Urinary	- Uretero - vesical anastomosis or reimplantation. - Ureterolysis. - Ureteroplasty. - Urethral sling. - Retropubic urethoprexy for stress incontinence. - Prosthetic procedure for uninary incontinence.
Male Genital	- Prostatectomy. - Penile prosthesis.
Female Genital	- Colporrhaphy (vaginal wall and pelvic floor repair). - Closure of vaginal fistula. - Retropubic urethropexy for stress incontinence. - Repair of incompetent cervix. - Hysterectomy. - Hysteroprexy. - Fallopian tube plastic operations. - Ovarian biopsy, wedge resection, excision and Cystectomy.
Nervous	- Brachial plexus exploration and decompression. - Excision of cervical and/or 1st rib. - Exploration and/or decompression and/or transposition of major nerve (e.g. median nerve decompression in carpal tunnel, ulnar nerve decompression). - Sympathectomy.

Second Surgical Opinions should be requested through your Physician. The Review Organization will provide a choice of three local Second Surgical Opinion Physicians. Once you choose a Second Surgical Opinion Physician, the Review Organization will set up an appointment and provide your Physician, you or your dependent or your Employer with a copy of the Second Surgical Opinion Physician's report. You may also obtain a second surgical opinion through a Physician of your choice. The Company will pay 100% of the cost of this opinion if the Physician is acceptable to the Review Organization. The Second Surgical Opinion need not confirm the first opinion.

2. Payment of Benefits

Eligible Expenses incurred for which benefits would otherwise be paid in accordance with the Major Medical Benefit provisions will not be paid in accordance with such section, but will be paid as follows:

A. If you or your Dependent elect not to participate in a Pre-Admission Review, there shall be a deduction from reimbursement (in addition to stop loss) of 3%, but not more than $250 nor less than $100.

B. If you or your Dependent elect not to obtain a required Second Surgical Opinion for a procedure that requires a second opinion, there shall be a deduction from reimbursement (in addition to stop loss) of 3%, but not more that $250 nor less that $100.

C. If you or your Dependent obtain a required Second Surgical Opinion, the Company will pay 100% of the Eligible Expenses incurred for the Physician's fee for such opinion, not subject to the Deductible.

D. If any dispute arises between the employee's Physician and the Review Organization, the opinion of the employee's Physician shall prevail.

3. Surviving Spouse
The widow/widower of an employee shall continue to receive the same benefits as provided before the death of the employee for a period of six months at the Board's expense and for a period not to exceed 18 months at the expense of the widow/widower. The 18 month extension is at the option of the widow/widower.

4. Joint Committee
A Joint Committee will study and review all aspects of Health Insurance. Each employee group will appoint its own representatives.

5. Cost Containment
If foregoing results in savings to the Board (as compared to 1984-85) in terms of overall expenditures for insurance, such savings will be placed in a reserve for future insurance expenditures.

6. Dental Benefits
The Dental Benefit pays the percentage set out below of all eligible dental charges which are incurred while covered and which are reasonable and customary for the area in which the service is provided. The expenses are subject to the deductible and must be recommended as necessary by a dentist or physician.
100% for preventive treatment.
80% for routine treatment.
50% for major restorative treatment.
All other provisions are as included in the Benefit Booklet.

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AGREEMENT

TWO-YEAR AGREEMENT BETWEEN
THE BOARD OF WAUBONSEE COMMUNITY COLLEGE
(COMMUNITY COLLEGE DISTRICT NO. 516)
AND
WAUBONSEE COMMUNITY COLLEGE
FACULTY FEDERATION LOCAL #2065

1986-1988

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PREAMBLE

This Agreement is entered into by and between the Board of Community College District No. 516, State of Illinois, hereinafter referred to as the "Board," and the Waubonsee Community College Faculty Federation Local #2065, hereinafter referred to as the "Federation," as the exclusive bargaining agent for the faculty members in the bargaining unit.

ARTICLE I

FEDERATION RECOGNITION AND DEFINITIONS

A. Recognition. The Board of Community College District No. 516 recognizes the Waubonsee Community College Faculty Federation as the exclusive bargaining representative for all full-time faculty members, regarding salaries, fringe benefits, and working conditions.

B. Definition of Terms

1. The term "College" refers collectively to all educational facilities or academic locations of the Board and the administrative offices thereof.

2. The term "Federation Representative" as used in this Agreement means any elected or appointed representative of the Federation.

3. The term "Federation President" refers to the elected head of the Federation or his elected alternate.

4. Whenever the singular is used in this Agreement, it shall include the plural.

5. The term "Faculty Member" means a full-time employee of the district regularly engaged in teaching or academic support services, but shall exclude supervisors, administrators, and all supportive staff, including secretarial/clerical, data processing and physical plant staff.

   Individuals in the following positions shall be considered as supervisors and/or administrators, and/or not regularly engaged in teaching or academic support services:

   President, Vice Presidents, Deans, Associate Deans, Directors, Associate Directors, Assistant Directors, and Executive Assistants.

"Academic Support Services" means counseling and the learning resource center.

"Academic Support Personnel" means counselors and professional librarians, excluding supervisors, administrators and secretarial /clerical employees.

6. The "standard teaching load" is defined as a full-time teaching load of a teaching faculty member during the standard academic year (as defined in Article IX A).

ARTICLE II

FEDERATION-BOARD RELATIONS

A. Meeting with Faculty Members or Faculty Organizations. This Agreement shall not be construed to prevent any Board official or administrator from meeting with any faculty member, or the Faculty Federation, for the purpose of hearing their views.

B. Federation Membership and Nondiscrimination. Membership in the Federation or in any other employee organization or association not affiliated with the College shall not be a condition of employment for any faculty member. The Board will not discriminate in hiring, tenure, or continuity of employment or in promotional or any other opportunities because of the employee's membership or lawful organizational activities in the Federation or in any other employee organization or his/her refusal to join in any such organization or to participate in any such activities. The Federation agrees not to discriminate against any member of the bargaining unit because of an employee's membership or lawful organizational activities in the Federation or in any other employee organization or his/her refusal to join any such organization or to participate in any such activities. The Federation agrees to distribute copies of official minutes of regularly scheduled Federation meetings, copies of progress reports on negotiations, and other items deemed appropriate by the Federation Executive Board to all bargaining unit members.

C. Rights and Benefits of Faculty Members. Rights and benefits of faculty members set forth in this Agreement shall be assimilated into any individual faculty member's contract of employment with the Board. An unresolved conflict between the terms of the faculty member's individual contract of employment and the terms of this Agreement may be the subject of a grievance by the affected faculty member. All new faculty members shall be given a copy of this Agreement and faculty insurance information. Present faculty members shall be given a copy of this Agreement at Board expense.

D. Federation-Administration Meetings. The College President or his/her designated representative shall meet with no more than five representatives of the Federation within one school day at the request of either party to discuss matters relating to this Agreement. Such meetings will not be scheduled during faculty members' scheduled class time, student appointments or counselors' office duty.

E. Exchange of Information. Both the Board and the Federation shall make available to each other, upon written request, any and all information, statistics and records which are relevant to negotiations, or necessary for the processing of a grievance or the enforcement of the terms of this Agreement. Copies of confidential professional memoranda and correspondence from attorneys and similar advisors shall not be furnished unless and until they have been made public documents.

F. Board Meetings. The Federation will be supplied three (3) copies of the agenda at the same time copies are supplied to the Board in advance of each regular or special meeting of the Board. The agenda supplied will include all Board reports which pertain to collective bargaining. The President shall make available to the Federation President or his/her designee at the beginning of the Board meeting all other reports and recommendations which will be made public at the meeting. In the absence of the Federation President or his/her designee, these materials will be sent to the Federation President within three (3) working days of the meeting. The President of the Federation or his/her designee shall be accorded the privilege of speaking at Board meetings on matters which are proper subjects of collective bargaining, providing that the President of the Federation or his/her designee summarizes the comments intended to be presented to the Board and submits that summary to the secretary of the Board at least seven (7) days prior to the meeting. Notwithstanding the foregoing, in those instances when the College places a subject of collective bargaining on its agenda to which the Federation desires to speak, the Federation shall be accorded the privilege of speaking at that Board meeting, provided the Federation President or his/her designee (a) notifies the secretary of the Board of the Federation's desire to do so on the day following publication of the Board's tentative agenda, and (b) submits a summary of the comments intended to be presented to the Board to the secretary of the Board by noon of the school day prior to the meeting.

G. Precedence of Agreement. If there is a direct conflict between the terms of this Agreement and policies instituted by the Board and/or procedures of the administration, such matters should be brought to the attention of the Director of Personnel. Should an understanding not be reached, the matter should be referred to the President who shall seek to resolve the disagreement. If the disagreement remains unresolved, it must be transmitted by the President to the Board for their review and action.

H. Full-Time Faculty Vacancies. If a faculty vacancy arises due to the death, resignation, long term illness or termination of a faculty member during the life of this Agreement, the remaining faculty members from the concerned curriculum area shall meet with the appropriate Dean or Director and together make a written advisory recommendation to the appropriate Vice President as to whether the faculty vacancy should be filled. If no consensus is reached, the faculty members and/or administrators who have met may submit separate written advisory recommendations. All such recommendations shall be submitted to the appropriate Vice President, thence to the College President within five (5) school days following the meeting, and the Vice President shall not make a recommendation to the President as to whether the faculty vacancy should be filled until after the time period stated herein for receiving such recommendations has passed. After receiving any such recommendation, the Vice President may convene a meeting with the faculty members from the concerned curriculum area and/or the appropriate Dean or Director to discuss a recommendation further. A copy of the Vice President's recommendation to the President shall be made available to the faculty members from the concerned curriculum area upon request.

ARTICLE III

FEDERATION ACTIVITIES

A. When the President or his/her designee and representatives of the Federation meet to discuss items in the Agreement, said representatives attending such meeting shall suffer no loss in pay.

B. Bulletin Boards and Mailboxes

1. Bulletin Boards - the Federation shall continue to be provided bulletin board space for the posting of notices and other materials relating to Federation activities.

2. Mailboxes - The Federation President or his/her designee shall have the right to place Federation materials in the mailboxes of the faculty members and will provide a file copy to the Associate Dean of Operations.

C. Federation Meetings. By September 1 of each school year, the Federation President shall submit to the College President two dates and times for each month in the coming standard academic year to hold a general Federation meeting during normal operating hours in the building or buildings of the College. Once these dates and times are approved by the College President, no new meetings involving faculty members shall be scheduled or held at the same dates and times.

In the event that the Federation President determines that there is a need for a general Federation meeting at a date and time not previously submitted to the College President under this Section, the Federation President shall consult with the appropriate Vice President(s). In his/her discretion, the Vice President(s) shall agree to a date and time for such a meeting, and no new meetings involving faculty members shall thereafter be scheduled or held at the same time.

No faculty member shall be released from his/her scheduled classes, student appointments or counselor office duties to attend any of the general Federation meetings provided for in this Section.

D. Faculty and Federation Use of Facilities and Equipment. Any use of College facilities and/or equipment by the Faculty Federation and/or faculty members shall require approval of the College President or his/her designee within the guidelines set by the College Board of Trustees. A copy of Board policy guidelines, dealing with use of equipment and facilities, will be available upon request of any faculty member.

ARTICLE IV

ACADEMIC FREEDOM AND DEMOCRACY IN PUBLIC COLLEGE EDUCATION.

The AAUP Statement on Academic Freedom and Joint Statement on Rights and Freedoms of Students shall be the guidelines of this Article. A further clarification and elaboration of these statements follows.

A. Democracy in Public Education. The Board and Federation recognize and agree that while democratic principles should remain in every American school system, a suburban college must be exemplary in its expression and practice of the democratic ideal. Integrated education, faculties and facilities are more than aspirations.

B. Non-Discrimination. The Board and the Federation, in accordance with applicable law, shall not discriminate against any faculty member or applicant for employment by the Board or for membership in the Federation on the basis of race, creed, color, national origin, sex, marital status, handicap or age as provided by law, or membership or participation in, or association with the lawful activities of any organization, unless that organization is listed as a subversive organization by the U. S. Attorney General's office.

C. Academic Freedom

a) The teacher is entitled to full freedom in research and in publication of the results, subject to the adequate performance of his/her other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

b) The teacher is entitled to freedom in the classroom in discussing his/her subject, but he/she should be careful not to introduce into his/her teaching controversial matter which has no relation to his/her subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of appointment.

c) The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but his/her special position in the community imposes special obligations. As a man/woman of learning and an educational officer, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence he/she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he/she is not an institutional spokesperson.

d) Faculty members who teach shall have the right and responsibility to determine course goals, course content, methods of instruction, and textbooks, subject to such policies and procedures as may be specified by the Board.

ARTICLE V

SALARY AND RATES OF PAY

A. Placement of Teaching Faculty on Compensation Schedule

1. Faculty with Regular Load. Compensation Schedules A and B, applicable for all faculty members, appear in the appendix and shall be effective at the beginning of the fall semesters 1986 and 1987, respectively.

2. Placement on Compensation Schedule. The employment contract submitted to a prospective faculty member shall include his/her proposed placement on the compensation schedule, including the position for which he/she is employed, and, if non-tenured, the length of the contract. This proposed placement on the compensation schedule, after consultation with the faculty member and designated administrator shall be recommended by the President to the Board. To qualify college credits for salary placement purposes, official transcripts from institutions above the high school level must be filed in the Personnel Director's Office. Other experience and qualifications must be documented. Salary placement of faculty members shall not exceed the following schedule:

   Military credit is limited to two years. Members being placed on the compensation schedule for the first time being given credit for no more than six (6) years of teaching below college level, including the military if at least five (5) years has been as a full-time faculty member.

   New faculty members will be given the opportunity to read the criteria for placement, including the applicable provisions of the agreement which information shall be attached to the employment contract. The faculty member's signature on the initial contract with the above attachment demonstrates acceptance by the faculty member that credit so assigned is acceptable.

3. Advancement on Compensation Schedule. During the term of this Agreement a faculty member will advance in the scale for which he/she is qualified one step for each complete year of service until he/she reaches the maximum salary for his/her scale contingent upon satisfactory performance. Unsatisfactory performance will result in a frozen step placement or a recommendation to the Board of Trustees under Article X that the faculty member be dismissed.

   a) Satisfactory completion of upper division courses or equivalents approved by the designated administrator or college course approved by the designated administrator earned subsequent to employment at Waubonsee will be used in determining advancement on the compensation schedule. On the basis of evidence supplied and documented, a faculty member shall be reclassified to the scale to which he/she becomes qualified.

A faculty member is entitled to be reclassified once each academic year, providing approval of summer courses is granted prior to May 15 and notification of intent to take fall semester classes is provided to the appropriate administrator prior to May 15.

b) Occupational Experience Program

For each approved 100 clock-hours of specifically related occupational experience, a faculty member whose teaching assignment is in an occupational program as identified by ICCB code numbers will be credited with the equivalent of one (1) semester hour of credit toward advancement on the compensation schedule.

i) A written plan must be approved by the designated Vice President prior to gaining this experience.

ii) When such experience has been approved, the faculty member seeking semester hour equivalency credit toward advancement on the compensation schedule must validate the number of clock hours of occupational experience by providing proof signed by the faculty member's employer.

iii) For each 100 clock hours of validated occupational experience the full-time faculty member will be credited with the equivalent of one semester hour toward advancement on the compensation schedule.

aa) The employer-validated clock hours shall be cumulative without regard to the time elapsed from the start of the first full-time non-teaching employment date to the time when advancement is made on the compensation schedule.

bb) Occupational experience semester hour credits will be additive with semester hours earned at an accredited college or university toward advancement on the compensation schedule.

iv) For those faculty members teaching in an occupational program as defined above and who are on Scale I of the compensation schedule, and who do not have a BA degree at the time of employment, 30 semester hours are required to advance from Scale I to Scale II. These hours, or their equivalent, shall be acquired after employment as designated below.

aa) As much as, but not more than 50% of work experience shall include employment by weeks at 40 clock hours per week. Semester hours are to be computed on the basis of the formula 100 clock hours = 1 semester hour, and a minimum of 50% (15 hours) academic courses, acquired by CLEP, or courses taken at an accredited institution awarding a baccalaureate degree.

bb) Occupational experience credit as outlined in Article VA 3 (i), (ii), (iii).

cc) With the awarding of tenure the faculty member becomes eligible for movement from Scale I to Scale II when the above conditions have been met.

dd) The Vice President shall determine the acceptability of work experience or academic courses.

c) Falsification of records will result in restitution of over compensation, and/or recommendation to the Board of Trustees under Article X that the faculty member be dismissed.

4. Substitutes. Faculty members who substitute for another faculty member will be paid at the rate of $20.00 per 50 minute contact hour. The substitution must be approved by the appropriate Dean. Monitoring or proctoring a class, showing a film, giving a test or other non-preparatory coverages are not included in this substitute pay schedule.

5. Summer School. Full-time faculty members in order of tenured, non-tenured, temporary will be given preference for up to two courses not to exceed a total of nine (9) hours over part-time faculty members in assignment of classes up to February 1, upon written request by the faculty member. Notwithstanding the expiration date of this Agreement, as stated in Article XVII, until the end of summer session, 1988, the salary rate will be $400 per credit hour or load hour, whichever is applicable.

6. Interim Session. Full-time faculty members in order of tenured, non-tenured, temporary will be given preference for up to one course over part-time faculty members in assignment of classes up to February 1, upon written request by the faculty member. For the interim session, the salary rate will be $400 per credit hour or load hour, whichever is applicable.

7. Overload. Overload includes all semester hours taught by the faculty member exceeding the 16 semester hour equivalent load per semester or exceeding the 30 hour load for the year. The salary rate will be $400.00 per credit hour (or load hour whichever is applicable) for voluntary overload and $475.00 per credit hour (or load hour whichever is applicable) for involuntary overload.

A voluntary overload includes all semester hours taught by the faculty member beyond the 16 semester hour equivalent load per semester or exceeding the 30 hour load for the year which are voluntarily requested by the faculty member.

If a full-time faculty member's voluntary overload is cancelled, the appropriate administrator may, in his/her discretion, assign the faculty member any scheduled class scheduled to be taught by an employee not in the bargaining unit subject to the faculty member's request.

An involuntary overload is that portion of the teaching load exceeding 16 semester hour equivalent per semester or 30 per year which is assigned by the appropriate Dean in order to complete the faculty member's normal load.

An involuntary overload can also be the load beyond the regular load which is assigned by the appropriate Dean after he/she notifies the faculty member in writing that he/she has no full-time or part-time faculty member available to teach the course, and thereby, requests the faculty member to teach the additional load.

8. Pay Periods. Pay periods shall be twice a month. Payments may be on the 20-pay plan or a 24-pay plan as requested in writing from the faculty member to the Director of Personnel prior 'to the opening of the fall semester. 24-pay plan approvals shall be for twelve (12) months and shall not be construed as contract extensions, only as a budgetary convenience to faculty. Salary payments will be made on the 15th and last date of the month or the closest working day prior to each.

9. Annual Compensation Schedule. The salary compensation schedule in the appendix shall not be reduced by any change in the academic calendar.

10. Extracurricular Pay Rate. The extracurricular pay rate for contract faculty members shall be based on the schedule below. These duties are to be performed in addition to the normal teaching load.

$1,100	$1,600	$2,100
Golf coach	Wrestling coach	Basketball coach
Tennis coach	Baseball coach	
Vocal music	Drama coach	
Instrumental music	Intramural coordinator	
Cross country coach		
Soccer coach		
Volleyball coach		

11. Program Coordinator. The rate of pay shall be $1,200 per academic year and may include a reduction in the teaching load of 0 to 6 hours to be determined by the appropriate Dean following consultation with the faculty member.

12. Payment for Telecourses. If a telecourse is part of a faculty member's normal semester or yearly load, the faculty member will be credited for the telecourse at the load rate specified in Article VII, Section B-1-a ("Lab-Activity-Studio") of this Agreement. If a telecourse is, in whole or in part, overload, then payment for the telecourse semester hours which are overload shall be $375 per credit hour for the first time through and $325 per credit hour for subsequent courses.

Student enrollment will be counted at mid-term. If the enrollment is 15 or more, payment will be made during the semester of enrollment. If the enrollment is less than 15, then that number will be added to the enrollment in the next regular semester and payment made at that time. Telecourse enrollments in the interim and summer sessions shall be counted together. The load rating for large group instruction shall apply.

13. Payment for Independent Study. The rate of pay for independent study courses shall be at the rate of $30 per credit hour.

B. Placement of the Counseling Faculty on Compensation Schedule

1. Contract Year and Computation of Salary for Members of the Counseling Faculty. Counselors shall be employed on the standard academic contract year.

2. Supplementary Work Days. Notwithstanding the expiration date of this Agreement, as stated in Article XVII, until the end of the summer session, 1988, counselors shall receive the following rates of pay for days worked outside the standard academic year: $102 per day for days worked during interim and summer sessions, and $138 per day for days worked at any other time.

ARTICLE VI

INSURANCE AND FRINGE BENEFITS

A. Group Health Insurance. A program of group health insurance shall be provided for faculty members and spouses and dependents. The family and/or single coverage will be contingent on the faculty member's marital status and/or status of any dependents. Dependent coverage from a previous marriage would depend on their current legal status as it relates to the faculty member. The College may require proof of dependency and/or marital status. The College will pay for this coverage as long as the faculty member is authorized on the payroll. The faculty member shall have the responsibility to notify the Personnel Director of any changes in marital and/or dependent status when they become effective. Upon resignation and/or termination from the College the employee may elect to remain in the group for two additional months by self payments.

B. Term Life Insurance. Term life insurance shall be provided and paid for by the Board for all faculty members. The amount of coverage of such term insurance for each faculty member shall be $45,000.00 per member. Additional insurance may be purchased by the faculty member for himself/herself and/or his/her spouse and dependents at the rate and limit set by the insurance carrier.

C. Credit Union. Faculty members who wish to participate in the Kane County Teachers Credit Union shall be allowed to do so through payroll deduction.

D. Travel Expenses. A faculty member shall receive the prevailing College rate per mile, and other reasonable expenses for travel when on College business, including commuting between two campus locations where classes are held during the regular day schedule and including travel for the speakers' bureau. It would not include travel to another location for evening classes.

E. Long Term Disability Insurance. In case a faculty member is disabled by accident or poor health, the College will pay, or at its discretion, will provide disability insurance at an annual rate of one-half of the faculty member's salary as determined by placement on the faculty compensation schedule (contract base salary), after the faculty member has exhausted all accumulated sick leave. The gross amount paid to a faculty member for any period of disablement will be one-half the faculty member's contract base salary times the percentage of a 12 month year that the faculty member is disabled.

If income of an amount equal to or greater than the above stated amount is received from the State Universities Retirement System (SURS), workers compensation insurance, social security, or other disability income sources, no further income will be provided by the College unless such funds become exhausted.

If income is received from any of the above sources at less than the above stated amount, the College will pay, or at its discretion will provide disability income, equal to the difference between the above stated amount and the lesser amounts actually received from other sources.

Long term disability benefits shall extend to age 65 if the disability is permanent. If disability insurance offered by the College's disability insurance carrier becomes available to age 70 during the term of this Agreement, the College will so notify the Federation.

F. Sheltered Annuity Program. The Board will approve tax sheltered annuities with acceptable companies and will handle the necessary bookkeeping for the program. Staff members interested in this benefit should contact the Director of Personnel for additional information. Tax sheltered programs must be 100% tax sheltered and are not to include non-tax sheltered insurance as part of the program.

G. Dues Checkoff. The Board shall, upon written request of a Federation member utilizing the form attached to this Agreement as Appendix A, withhold Federation dues from the compensation of that member. The amount withheld from each regular payroll period shall be equal to a pro rata share of the annual dues. The dues withholding shall be uniform for all Federation members. The Board shall transmit dues withheld to the Treasurer of the Federation within ten working days from the time of the withholding. The Federation Treasurer shall notify the Director of Personnel by October 1 of the Federation's annual dues for that school year.

Each Federation member desiring dues withholding shall submit his/her written request to the Director of Personnel by no later than November 1 of the school year. Any such written request shall result in dues withholding for that school year, and for subsequent school years, on a year to year basis, unless an intervening written request to discontinue dues withholding is submitted by a Federation member to the Director of Personnel. Such written request to discontinue dues withholding shall be effective as of the start of the next school year. The Director of Personnel shall forward a copy of each written request to discontinue dues withholding to the Federation Treasurer within ten working days of receipt of same.

When a new faculty member is hired by the College and thereafter joins the Federation, that faculty member may submit a written dues withholding request to the Director of Personnel. This request shall be effective as of the next regular payroll date falling at least ten (10) days following the date on which the request was received by the Director of Personnel.

The Federation agrees to indemnify and hold the College and Board, and any of their officers, agents or employees, harmless against any and all claims, suits, orders or judgments, including the defense thereof, brought or issued against the College and/or Board or any of their officers, agents or employees, as a result of any action taken or not taken under the provisions of this Section.

H. Course Reimbursement. Faculty members shall be reimbursed for courses beyond the master's degree approved by the designated administrator or other courses approved by the designated administrator which have been taken at recognized accredited institutions of higher learning to a maximum of $300.00 per College fiscal year (July 1 through June 30). This reimbursement shall include tuition and fees, but exclude room, board, and travel. No more than two (2) courses for six (6) semester hours, whichever is greater, may be taken for reimbursement and/or salary advancement at any one semester during the academic year and must be related to teaching and/or work assignment.

The last school day of the course shall determine the respective fiscal year for payment. Courses to be reimbursed and/or used for salary placement must be approved by the designated administrator in advance of enrollment in such course. Payment is contingent upon the attaining of a grade(s) of C or better if course(s) is graded or satisfactory completion if ungraded course(s). Reimbursement requests are due before June 30.

I. Waubonsee Community College Course Reimbursement. Faculty members are entitled to tuition reimbursement for courses taken at Waubonsee Community College without approval. No more than two (2) courses or six (6) semester hours, whichever is greater, may be taken in any one semester during the academic year. Dependent children under the age of 25 and spouses of faculty shall be entitled to receive tuition reimbursement for all courses taken at Waubonsee Community College, provided no other student is denied enrollment in the class as a consequence of their presence. Payment is contingent upon the attaining of a grade(s) of C or better if course(s) is graded or satisfactory completion if ungraded course(s). Reimbursement requests are due before June 30.

J. Reimbursement for Dental Expense. The Board will reimburse, upon presentation of a written receipt of payment from a dentist, not more than $150 per year (July 1 through June 30) for dental expenses incurred during such year by a faculty member covered by this Agreement, the faculty member's spouse, and/or dependent children under 25 years of age.

ARTICLE VII

CONDITIONS OF EMPLOYMENT FOR TEACHING FACULTY

A. Class Size. Both parties agree that when developing initial schedules, class size can be a significant variable in all types of instruction. Class size maximums shall be determined by the appropriate administrator or Dean of an academic discipline after consultation with the faculty member(s) of the unit. If it is necessary to modify class size during registration, the administrator or Dean will seek consultation with the affected faculty member, provided the faculty member is available on campus. Class size is subject to large group loading formula.

B. Teaching Load.

1. Teaching Load. The normal teaching load for a full-time faculty member shall be 14-16 semester hour equivalents per semester and a two semester load of 30 semester hour equivalents. Payments for overload are specified under "overload" in this contract.

    a) Lab-Activity-Studio. Courses of a laboratory or activity nature shall be credited at a load ratio of one .75 lecture hour to one (1) lab-studio hour.

    b) Vocational lecture-lab courses shall be credited at a load ratio of .85 to one (1) lecture-lab hour.

2. Released time for research, curriculum development, etc. Released time for research, curriculum development or other professional duties shall be assigned to a faculty member as part of his/her regular teaching load during the academic year only with the approval of the faculty member concerned and with the approval of the appropriate Dean and designated administrator.

3. Extracurricular Activities. All faculty members are expected to voluntarily assume responsibility for a reasonable amount of extracurricular duties. Examples of such responsibilities include serving as club advisors, attending student activities and serving on faculty committees.

C. Unit course schedules shall be determined by the Dean of the academic discipline after consultation with the faculty member(s) of the unit.

D. Teaching Programs

1. Scheduling of individual course assignments shall be determined by

the appropriate Dean in consultation with the faculty member subject to the limits established by provisions of this Agreement. A faculty member shall be assigned no more than three preparations per semester as part of his/her regular program unless necessary to establish a full teaching load. A faculty member shall be notified of his/her tentative program at least thirty (30) days before the end of the preceding semester. Changes in a faculty member's program may be made if emergencies arise or to meet student interests and needs. Such changes shall also be in writing and dated and signed by the appropriate Dean. In making the necessary changes due to these circumstances, the appropriate Dean shall make every effort to consult with the affected member in the interest of arriving at the best solution for all concerned.

2. Faculty members shall be present on campus for all duties and obligations, including classes, unit meetings, faculty meetings, called by the President or Vice President and student conference hours. Each faculty member shall schedule a minimum of five (5) hours for student conference per week. A minimum of one hour shall be scheduled each teaching day of the faculty member. These conference hours shall be scheduled to provide maximum convenience for students who wish to confer with a faculty member. Such schedules shall be posted throughout the term and carefully observed by each respective faculty member. Faculty members in consultation with the appropriate Dean may change posted schedules in emergencies or to meet student interests and needs.

3. A faculty member's regular teaching program, or other duties, shall be scheduled within a maximum 9 1/4 hour work day for a five day week and a maximum 12 hour work day for a four day week. Where exceptions to the 9 1/4 hour per day (or 12 where applicable) limit are necessary, they are to be approved by the faculty member in writing. The faculty member's schedule for the week shall not be less than a total of twenty-five (25) hours for a regular program.

4. During the academic year, full-time faculty members will normally be scheduled classes during the day hours. If necessary, due to class enrollments, program requirements, or to fill out a teaching load, the faculty member may be scheduled evening classes as part of that load. No 8 a.m. class will be scheduled following a night class unless mutually agreed upon.

E. Determination of Teaching Assignments

1. Faculty members hired prior to the Board's adoption on December 20, 1983, of the "Qualifications to Teach," shall not be adversely affected thereby in connection with the teaching positions held by those faculty members as of that date.

2. Scheduling of courses and assignment to regular academic programs during the academic year shall be determined by the appropriate Dean working with the faculty members. Every effort will be made to complete this work at an early date since it must be available for the printing of the new semester schedule.

3. Full-time contractual faculty members shall have priority for overload teaching assignments for which they are qualified. Overload assignments shall be limited to one course or no more than four (4) semester hours unless extenuating circumstances occur. First consideration will be given to full-time faculty members in the following order: Tenure, non-tenure, temporary.

4. When additional assignments are available, such assignments will be discussed with qualified faculty members, if they are available.

5. Any schedules developed under former Article I, B (7) (non-standard teaching load) shall be reviewed by the appropriate Dean and may be retained for the duration of this Agreement.

F. Registration Duties and End-of-Semester Activities

1. Advisement Duties. Academic advisement is an inherent part of a faculty member's responsibility. This responsibility is enhanced by direct communication between faculty member and student. The following mechanics suggest optimum use of faculty member's time and expertise dependent upon student needs. Needs may vary with students.

2. Registration Duties. Each faculty member is expected to assume the responsibility of three days on campus per semester for student registration duties. A minimum of one of these days per semester may be scheduled within the student registration area. Appropriate Deans will be responsible for arranging appropriate office and registration area schedules for members of their respective units.

   Teaching faculty members will not be assigned clerical duties during registration periods.

   The appropriate Deans will be primarily responsible for assignment of faculty.

   The appropriate Deans will be responsible for scheduling of up to one day of advisement duties prior to the start of summer school for summer school faculty members.

3. End-of-Semester and Summer Session Activities. Duties of faculty members during the end-of-term period shall consist of final evaluations, grading and recording of grades, submission of grades to the Office of Admissions and Records, and other responsibilities necessary to fulfilling teaching duties.

   Each member of the faculty will attend or participate in the graduation ceremonies; however, a faculty member shall be excused from such attendance or participation in those instances when the faculty member has legitimate conflicts preventing his/her attendance.

G. Formal Student Evaluations

Formal student evaluations are designed to assist the faculty member in determining his/her effectiveness. The Board shall not evaluate a non-tenured faculty member pursuant to Board policy 60.20 (Evaluation of Non-Tenured Faculty); dismiss a tenured faculty member for cause pursuant to Board policy 60.30 (Dismissal of Tenured Faculty Members for Cause); dismiss a non-tenured faculty member during the term of his/her contract pursuant to Board policy 60.50 (Dismissal for Cause of Non-Tenured Faculty Member during term on Contract); or discipline a faculty member pursuant to Board policy 60.60 (Faculty Behavioral Guidelines), on the basis of a formal Student Evaluation. However, the Board and/or appropriate administrators shall be free to investigate any matter revealed in a student evaluation which they believe warrants further consideration and shall be free to take appropriate action under the foregoing Board policies as warranted by the facts. The formal Student Evaluations will be reviewed by the proper administrator and then returned to the faculty member.

ARTICLE VIII

CONDITIONS OF EMPLOYMENT FOR COUNSELING FACULTY

The master agreement applies equally to all members of the bargaining unit except for those provisions which expressly state otherwise, such as the conditions noted below which apply to the counseling faculty.

A. Counselor's Work Schedule

1. Weekly Work Schedule for the Employment Contract Year. (Registration periods excluded). Counselors shall work forty hours per week, Monday through Friday, to include at least one evening per week.

2. Registration Work Schedule. Counselors shall work an eight-hour day, excluding a one-hour lunch period, five days per week. Day and evening coverage shall be scheduled by the counseling coordinator and/or the appropriate administrator to cover all registration hours. When a counselor works until 9:00 p.m. or later, he/she shall not be scheduled, without his/her permission, to begin work the following day earlier than 9:00 a.m.

3. Supplementary Work Schedule. The supplementary work schedule applies to any days worked outside the standard academic year. Full-time counselors in the order of tenured, non-tenured, and temporary shall be given preference over part-time counselors in the assignment of up to 52 supplementary work days, and may be requested to work up to 49 supplementary work days. Supplementary work days shall be requested in writing by the counselors by February 1, and the Board will attempt to notify counselors of their supplemental work day schedules by April 1. Days off during the summer may be for two week intervals unless agreed upon in advance by the counselor.

B. Counselors hired prior to the Board's adoption on December 20, 1983, of the "Qualifications to Teach" shall not be adversely affected thereby in connection with the counseling positions held by those faculty members as of that date.

ARTICLE IX

ACADEMIC YEAR AND CALENDAR

A. Semester System. The "standard academic year" shall consist of 36 weeks divided into two eighteen (18) week semesters. Each semester shall consist of no more than sixteen (16) weeks of scheduled classes which fall within the weeks of instruction. Saturday classes shall be on a voluntary basis for those with standard teaching loads.

B. Summer Session. The Board may schedule an eight week summer session. The Board will notify the faculty by February 1 if a summer session will be held.

C. Interim Session. The Board may schedule a four week interim session.

D. Academic Calendar. The Vice President Educational Affairs with the appropriate Dean, a representative of the Federation, a representative from admissions and records, and faculty members will recommend an academic calendar to the President who shall be responsible for the final review and submission to the Board for approval. If the College President makes revisions in the proposed calendar, he/she will notify the Academic Calendar Committee of those changes.

E. Full-time faculty members who have assignments off campus will follow the academic calendar.

ARTICLE X

APPOINTMENT, RETENTION AND DISMISSAL OF FACULTY

A. Tenure shall be granted to faculty members in accordance with the Illinois Community College Act, Illinois Revised Statutes Chapter 103B-1, etc., and Appendix B of this Agreement, which includes tenure, evaluation of non-tenured faculty, dismissal of tenured faculty members for cause, and reduction in number of full-time faculty members. Where remedies are provided under said statute, they shall be the exclusive means of resolving complaints or questions concerning tenure, including but not limited to appointment, dismissal and retrenchment of tenured faculty. Such matters shall not be the subject of a grievance, except where the statute does not provide for such remedies.

B. Faculty Professional Standards Committee

1. The Faculty Professional Standards Committee shall be composed of two faculty members from each instructional unit, a counselor and one at-large faculty member.

2. Prior to October 15, the Transfer and Student Support area shall

2. Teaching Assignments. Once 15 graduate hours in the new discipline have been attained, the faculty member may be assigned to teach introductory courses in the new disciplines at the College.

b) Occupational Faculty. For occupational faculty, the College will pay all academic fees, tuition, and actual mileage/travel costs to and from the site of the retraining. The faculty member will begin course work the summer prior to the year of the actual planned reduction and must be completed by the end of the following summer (summer session, fall semester, spring semester, summer session).

1. Scheduling of Teaching Load. During the semesters the occupational faculty member is enrolled in short-term retraining, teaching substitutes will be employed to cover the classes which will be missed. During this time period, the teaching load may be unevenly distributed over two semesters (18 hrs./12 hrs.). Overload payments, if appropriate, will be made in the spring semester.

2. Teaching Assignment. Once management has determined that basic knowledge in the new disciplines has been acquired, the occupational faculty member may be assigned to teach courses in the new discipline at the College.

3. Conditions of Retraining. If the faculty member does not complete the retraining plan and does not become qualified to teach in the new discipline, that faculty member will be terminated as previously planned. Should the faculty member leave prior to the length of the retraining period, the faculty member will reimburse the cost of retraining to the College on a pro rata basis.

In the event of an additional reduction in the number of full-time positions, a faculty member transferred or retrained in a new discipline shall not have bumping rights over existing tenured full-time faculty within that disciplines.

4. Evaluation. The purpose of this evaluation is to improve the learning process, to apprise faculty member(s) of strengths, weaknesses, progress and overall status, and ability to teach in the new discipline. The criteria for evaluation will include but not be limited to classroom observations, review of teaching materials, self evaluations, student evaluations, work habits, observance of College policies, and extracurricular contributions to the College.

The appropriate Dean, or his/her designee, shall have the responsibility for evaluating each retrained faculty member at least once during each semester for a three-year period that he/she is employed as a full-time faculty member. Following each written evaluation, the person making the evaluation will hold an individual conference with the retrained faculty member to discuss the results of the evaluation.

5. Use of Course Reimbursement. A faculty member notified of an option to retrain who does not elect to take that option may use course reimbursement up to $300 per year for coursework unrelated to the faculty member's assignment at the College but yet approved by the Vice President, Educational Affairs. Course reimbursement for the above stated amount under the above stated conditions is available to the affected faculty member where no service or program has been identified for retraining.

6. Voluntary Early Retirement. Should the faculty member qualify for Voluntary Early Retirement Plan, the faculty member will communicate in writing by June 1, after notification, the intent to take voluntary early retirement. The faculty member will be eligible to participate in the plan currently in effect and would be afforded the opportunity to teach a part-time load at the part-time rate.

ARTICLE XI

LEAVES

A. Leaves with Pay

1. Sabbatical Leaves

a) The Vice President, Educational Affairs; Vice President, Development and External Affairs; and Vice President, Finance and Operations shall review and recommend to the President of the College the granting of sabbatical leave to tenured faculty members for a period not to exceed one academic year, and not less than one semester for resident study, research and writing, travel, or other purposes designed to improve the services of the faculty member to the College. Final approval of the faculty member's leave and plan of study will be made by the Board upon recommendation of the President of the College.

b) A sabbatical leave may be granted at the completion of six or more years of full-time service. A sabbatical leave granted under this section shall be a bar to any further leave hereunder until after the completion of at least six years of additional continuous service. The application for leave shall contain a definite statement of the plan for resident study, research and writing, travel, or other activities to be undertaken, or a combination thereof. If it shall become necessary in the granting of sabbatical leave to choose between two or more applicants whose qualifications are substantially equal, the selection shall be determined first, on the basis of the number of years since the last sabbatical leave taken, and second, on the basis of seniority.

c) A faculty member on sabbatical leave shall receive one-half his/her full base salary for an academic year leave or full pay for one-half year sabbatical leave. The number of faculty members who will be permitted to take sabbatical leave each academic year shall not exceed three percent (3%) of the faculty members in the College and not more than one from a unit. The deadline date for sabbatical leave applications will be March 15.

d) Upon the expiration of leave granted pursuant to this section, the faculty member shall be returned to his/her teaching position or its equivalent. If he/she refuses to accept this position, the salary paid to him/her plus the value of other fringe benefits shall be repaid to the Board within a reasonable period of time. This period of time, and the method of repayment shall be agreed to in writing prior to the starting of the sabbatical leave. The faculty member on leave shall not engage in any activity for which salary or compensation is paid unless the activity is directly related to the purpose for which the leave is granted or is approved by the Board.

e) When a sabbatical leave is granted, the absence shall not be construed as a break in service for any purpose and the faculty member would advance one, and not more than one, vertical step on the compensation schedule if the sabbatical leave is for a full year.

2. Sick Leave

a) A full-time faculty member shall earn 15 days of sick leave per year. In his/her first year, a faculty member shall be credited with 15 sick leave days, or the correct pro rata amount, at the time he/she begins teaching. Thereafter, a faculty member shall be credited with sick leave prorated on service per month during the academic year, with unlimited accumulation, provided the faculty member is paid for a minimum of two weeks of work, including holiday and vacation pay, during the month in question.

A faculty member who terminates his/her employment with the College having taken a greater number of sick leave days than actually earned at the rate specified above, shall reimburse the College for unearned sick leave days taken. The College shall have the right to deduct such amount from any sums still due and owing to such faculty member.

Sick leave shall be interpreted to mean personal illness or serious illness of the immediate family. Immediate family shall be construed to mean the faculty member's spouse, children, parents or other member of the immediate household. Absence due to serious illness of a family member may require verification by his/her physician.

Sick leave may be used during any period in which the faculty member is on employed status. Deductions from a faculty member's bank of accumulated sick leave shall be made only after absences on days during which a faculty member is actually absent from classes or other assigned duties, except for an absence for an entire week in which case the deduction shall be for an entire week.

b) Accumulation of Sick Leave. A tenured faculty member who has exhausted accumulated sick leave may be advanced up to 15 days additional sick leave, provided that any faculty member who leaves the employment of the Board while owing for sick leave advanced in the past shall repay the Board for such sick leave, and if this obligation is not repaid, the amount of the obligation may be deducted from any funds due him/her.

c) Payment for Unused Sick Leave. When a staff member retires after 15 years of service with the College, he/she shall be reimbursed for 25% for up to 125 days of his/her accrued sick leave.

d) Covered Classes. There shall be no charge against a teaching faculty member's sick leave bank if another teaching faculty member volunteers to cover his class without being paid for the class, if the sick member has exhausted his available sick leave. If a member's class is proctored by another full-time faculty member at no cost to the college, there will be no deduction from the sick member's sick leave bank.

3. Leaves for Personal Business. Each staff member shall be granted two days per year personal leave when approved by the appropriate Vice President or the President when appropriate, in accordance with the following guidelines:

Personal leave days may be granted for legitimate business, professional, religious, or family obligations which the staff member cannot meet outside the regular school day. Granting of personal leave is not accumulative and is not to be granted for the purpose of seeking employment elsewhere. The general reason for the request shall be stated and reviewed on its merits.

4. Leave of absence to attend professional meetings or to receive university degrees.

Purpose. The President shall have the authority to approve short leaves of absence with pay to permit faculty members to attend professional meetings, receive a higher degree from a college or university, or for other purposes which the President feels would contribute to the professional growth and development of the faculty member and contribute to the welfare of the College.

5. Special Leaves of Absence with Pay

a) Funeral Leave. A faculty member shall be granted a leave of absence with pay, not to exceed three days, of a length necessary to permit a faculty member to attend the funeral of a deceased parent, spouse, child, grandparent or member of the immediate household. In his/her discretion, the President may approve a two day funeral leave extension. The first three days of leave taken by a faculty member pursuant to this paragraph shall be deducted from the faculty member's accumulated sick leave. However, the faculty member may elect to use one or two personal leave days rather than have deductions made from sick leave.

b) Jury Duty or Court Attendance. Faculty members who are summoned to court to perform jury duty or who are subpoenaed to attend court or board hearings to testify in matters in which they have no personal or pecuniary interest shall suffer no loss of salary thereby, but they shall be required to remit to the Board any sum of money they receive in compensation for such duty or attendance.

B. Leaves of Absence Without Pay

1. Professional Leaves of Absence

a) The President may grant a faculty member upon his/her request up to one year's leave of absence without pay, and up to an additional year's leave upon request, for advanced study, research or writing, exchange teaching, travel, or any other professional experience which is related to his/her field of teaching or employment of which will improve his professional competence.

b) Applications for professional leaves shall be filed with the President not later than June 1 or November 1, preceding the semester that the leave shall become effective. Requests for extension of professional leaves of absence must be made in writing at least sixty (60) days before the end of the academic term during which the leave is taken. If the request for extension is denied the faculty member shall communicate in writing within 30 days of the denial if they shall return. The answer from the faculty member is binding. Failure to return to employment upon termination of leave shall constitute termination of employment.

c) Benefits of rights accumulated by a faculty member prior to the effective date of the leave of absence shall be carried forward and credited to the faculty member upon his/her return. When a faculty member returns from leave, under this section he/she shall remain on the same salary step.

d) No more than three percent (3%) of the faculty members of the College may be granted professional leaves in any academic year and not more than one faculty member from a unit may be on leave at one time.

e) All benefits available to faculty members may be continued by the faculty member at his/her expense during his/her leave.

f) A faculty member returning from a professional leave shall have the right to return to the unit which he/she left and to the position he/she formerly occupied if possible. While a full-time faculty member is taking a professional leave of absence, the College Board will fill the vacancy, provided a qualified replacement(s) is available to teach the course(s) normally offered and taught by the person on leave.

2. Maternity Leave

a) A faculty member who is pregnant may continue to work, with the approval of her physician, for as long as she is able to perform her duties adequately and safely. Upon application, a pregnant faculty member shall be granted a maternity leave of absence, without pay, for a period not to exceed two years. Maternity leave granted to a non-tenured faculty member shall not extend beyond the termination date of her current contract.

Application for maternity leave shall be made at least three months prior to the expected birth date of the child, and in any event prior to the beginning of the semester in which the expected birth date falls. At her option, a pregnant faculty member may elect to use her available sick leave while on employed status for a period beginning two months before the expected birth date in connection with incapacity due to pregnancy, and up to six weeks following birth in connection with incapacity due to the birthing process. Regardless of whether a break in employed status due to pregnancy is to occur pursuant to the maternity leave or sick leave provisions of this Agreement, the precise date on which the break begins should be agreed to by the faculty member and her Dean, taking into account maintenance of continuity of instruction and the health of the faculty member. A faculty member may withdraw her application for maternity leave at any time prior to the beginning of such leave.

A faculty member on maternity leave shall notify the College of her intent to return to work at least 60 days prior to the return date and she shall return only at the beginning of a semester. A maternity leave may be renewed for a period so that the total leave is no more than two (2) years in the event another pregnancy occurs while the faculty member is on maternity leave. She shall suffer no loss in existing salary placement but there will be no step increase during maternity leave. A maternity leave may be terminated at the request of the faculty member and permission of the Board.

b) A faculty member on maternity leave will be eligible for the various applicable fringe benefits if paid for by the faculty member. Failure to return to employment upon termination of the leave shall constitute termination of employment.

c) Maternity leave of one year may be granted to a faculty member who adopts an infant under the age of one year.

d) The faculty member shall have the right to return to her former position or its equivalent at the College. While a full-time faculty member is taking a maternity leave of absence, the College Board will fill the vacancy, provided a qualified replacement(s) is available to teach the course(s) normally offered and taught by the person on leave.

3. Military Leave

a) A faculty member who enters the U. S. military service on active duty or annual active duty for training shall be granted a military leave of absence in accordance with applicable Federal statutes. The College Board will fill the vacancy provided a qualified replacement(s) is available to teach the course(s) normally offered and taught by the person on leave.

b) A faculty member may take a leave of absence for annual active duty for training with Reserve or National Guard units. During such leave of absence and while engaged in the performance of such military duty, a faculty member will be paid his/her basic salary provided he/she remits to the Board any sums of money paid to him/her as compensation for the performance of such military duty.

4. Special Leaves of Absence

The President may grant a leave of absence without pay for a period of not to exceed five (5) months to a faculty member who applies for such leave because of serious illness of a member of his/her immediate family or for other good and sufficient cause. Such leaves may be extended for periods up to an additional five (5) months upon application. Such periods of absence up to one year shall not be considered a break in service insofar as seniority is concerned. While a full-time faculty member is on special leave of absence, the College Board will fill the vacancy, provided a qualified replacement(s) is available to teach the course(s) normally offered and taught by the person on leave.

A faculty member on special leave will be eligible for the various applicable fringe benefits if paid for by the faculty member.

5. Disability Leave of Absence

When a faculty member is unable to perform his/her assigned duties because of disability and meets the criteria for disability as defined by State Universities Retirement System (SURS), or in the absence of SURS coverage, by the long term disability insurance company, the faculty member shall be eligible for disability leave. The faculty member shall be granted a disability leave for the duration of the disability, or one year whichever is lesser. If the faculty member anticipates continued disablement, an extension of the disability leave for a second year shall be requested in writing by the faculty member to the President. Granting a second year disability leave will be dependent upon Board approval.

During disability leave, long term disability incomes shall be provided the faculty member as defined in Article VI.E., Long Term Disability Insurance.

Life insurance premiums will be waived by the life insurance company or paid by the College, beginning 30 days after the date of disablement and until the faculty member is no longer disabled as defined in the life insurance policy.

During the first year of disability, the College will pay the medical premiums for the faculty member only. If dependent coverage is to be continued, the faculty member will pay the medical premiums through the College group plan for the cost of dependent coverage including spousal coverage.

If a second year of disability leave is approved by the Board, the faculty member will pay all medical premiums through the College's group plan for the faculty member and all dependents including the spouse.

The first year of disability leave shall not be considered a break in service insofar as seniority is concerned.

ARTICLE XII

GRIEVANCE PROCEDURE

It is the declared objective of the Federation and the Board to encourage the prompt and informal resolution of grievances as they arise and to provide recourse to orderly procedures for the satisfactory adjustments of such grievances.

A. Definition. A grievance is defined as an alleged violation of a specific article or section of this Agreement. If any such grievance arises, there shall be no individual or concerted stoppages or suspensions of work because of such grievance; but such grievance shall be submitted under the following grievance and/or arbitration procedures.

B. Earnest effort shall be made to resolve grievances by informal communications between the faculty member and the appropriate administrative officer. If such a resolution is not reached, the faculty member may utilize the grievance procedure set out under "C" below.

C. Procedure. At any conference scheduled under this Article, the faculty member may be accompanied by a Federation representative and the appropriate administrative officer may be accompanied by another administrative officer.

Step 1 - Formal Submission to Appropriate Administrative Officer/Director of Personnel

If informal communications do not resolve the grievance, the faculty member may initiate the formal grievance resolution procedure by submitting the grievance to his/her appropriate administrative officer and the Director of Personnel, in writing, within twenty (20) school days following the date of the act or omission giving rise to the grievance or following the date on which the faculty member new or in the the exercise of reasonable diligence should have known of such act or omission if that date is later, up to a maximum of 75 school days, except in cases when the alleged violation is ongoing.

Upon receiving the written grievance, the Director of Personnel and appropriate administrative officer will schedule a conference on the matter which shall take place within ten (10) school days after the written grievance has been submitted, and shall advise the faculty member of the time and place of the conference. The appropriate administrative officer and Director of Personnel shall communicate their written decision to the faculty member within five (5) school days following the conference.

Step 2 - Appeal to the Vice President

If the grievance is not resolved through conference with the appropriate administrative officer and Director of Personnel, the faculty member may appeal to his/her Vice President. This appeal shall be made in writing and submitted to the Vice President within five (5) school days after receipt of the written decision under step 1 and shall state the nature of the grievance, the disposition offered by the appropriate administrative officer and the Director of Personnel and the reason(s) why such disposition is unsatisfactory. The Vice President shall schedule a conference within ten (10) school days on the matter and advise the faculty member of the time and place of the conference. The Vice President shall communicate his/her decision in writing to the aggrieved faculty member within five (5) school days of the conference.

Step 3 - Appeal to the President

If the grievance is not resolved through conference with the Vice President the faculty member may appeal to the President of the College. The appeal shall be made in writing and submitted to the President within five (5) school days after receipt of the written notice of the Vice President's decision and shall state the nature of the grievance, the disposition offered by the Vice President and the reason(s) why such disposition is unsatisfactory. The President shall schedule a conference within ten (10) school days on the matter and advise the faculty member of the time and place of the conference. The President shall communicate his/her decision in writing to the aggrieved faculty member within five (5) school days of the conference.

Step 4 - Appeal to the Board

The next appeal on any grievance shall be to a committee of the Board. The decision to appeal the President's decision shall be made within five (5) school days following receipt of the president's decision. The President and the Board shall be given written notice of the decision to appeal the President's decision within the above five-day period. The Board shall schedule a hearing within ten (10) days on the grievance and advise the faculty member of the time and place of the hearing. The grievance shall be presented by the faculty member who may be accompanied by up to two representatives of the Federation. The Board Committee decision shall be communicated in writing to the aggrieved faculty member and to the Federation within fifteen (15) school days after the hearing before the Committee.

Step 5 - Arbitration

A grievance which was not resolved at Step 4 may be submitted together by the Federation and the aggrieved faculty member only to an arbitrator for decision. The Federation shall submit to the President a written notice of referral of the grievance to arbitration within fifteen (15) school days after the Board Committee has submitted its written decision pursuant to Step 4.

The parties shall within five (5) school days jointly request the American Arbitration Association to submit a panel(s) of qualified arbitrators from which the parties shall select an arbitrator pursuant to the procedures of the American Arbitration Association. The arbitrator selected shall set a time and place for the hearing subject to the availability of the Board and Federation representatives.

The arbitrator shall limit his decision strictly to the application and interpretation of the provisions of this Agreement as they apply to the specific grievance presented, and he/she shall be without power or authority to alter or modify in any manner any of the provisions of this Agreement or make any decision limiting or interfering in any way with the powers, duties and responsibilities of the Board under applicable law.

The arbitrator shall issue his/her decision as soon as possible from the date of the closing of the hearing, or if oral hearings have been waived or supplemented or if post-hearing briefs have been filed, then from the date of transmitting the final proofs and statements and/or briefs. Either party shall have the right to file a post-hearing brief to the arbitrator. The arbitrator's decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The decision shall be binding on all parties, provided that either party may challenge the arbitrator's decision in a court of competent jurisdiction and/or defend against an unfair labor practice charge or complaint before the Illinois Educational Labor Relations Board on the grounds that the arbitrator acted illegally and/or contrary to the terms of this Article which specify the scope of the arbitrator's authority. The mutual fees or expenses for the arbitrator shall be paid equally by the Board and the Federation. All other costs shall be paid by the party incurring same.

While the Federation is the exclusive representative of all the employees in the unit, any individual employee or a group of employees may at any time initiate grievances pursuant to this Article and have them adjusted without the intervention of the Federation as long as the adjustment is not inconsistent with the terms of this Agreement, provided that the Federation has been given an opportunity to be present at such adjustment.

D. Time Limits

1) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the faculty member or Federation, as appropriate, to proceed to the next step.

2) The time limits specified in the grievance procedure may be extended in any specific instance by mutual written agreement.

3) Any failure on the part of a faculty member and/or the Federation to meet a time limit specified in this Article shall result in the grievance being deemed resolved as per the disposition stated by the College officer who last considered the grievance.

4) For purposes of calculating time limits under this Article, during time periods outside of the standard academic year "school days" shall mean days on which the College's administrative offices are open. During time periods outside of the standard academic year, a grievant or administrator may suspend a time limit relating to the holding of a conference under Steps 1-4 if he/she is unavailable to attend the conference. An unavailable grievant or administrator shall give advance written notice to the other of his/her unavailability, reason for unavailability and date of expected later availability so that the grievance process may continue. Both the Federation and the Board agree that this provision is not intended, and should not be used, to delay the expeditious consideration of grievances.

E. Federation Grievances. The Federation has the right to initiate or appeal a grievance alleging a violation of this Agreement involving three or more faculty members. Such grievance may be initiated at the appropriate administrative level of the grievance procedure. When such grievance is filed by the Federation, earlier steps of the grievance procedure may be unnecessary, but in all other respects the grievance procedures above described shall apply to the Federation grievances, except that written answers made by the President need be served only upon the Federation.

ARTICLE XIII

SCOPE OF AGREEMENT

This Agreement covers all matters relating to salaries, fringe benefits, and working conditions of full-time faculty members for the period of June 9, 1986 through June 10, 1988. The appendices hereof are integral parts of this Agreement and by this reference are incorporated herein. There shall be no unilateral reopening of this Agreement by the Board or Federation during the life thereof.

ARTICLE XIV

CONFORMITY TO LAW-SAVING CLAUSE

If any provision of the Agreement is or shall at any time be contrary to or unauthorized by law, then such provision shall not be applicable or performed or enforced except to the extent permitted by law. In the event that any provision of the Agreement is or shall at any time be contrary to law, all other provisions of the Agreement shall continue in effect.

ARTICLE XV

MANAGEMENT RIGHTS CLAUSE

The Waubonsee Community College Board of Trustees, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in by the laws and the Constitutions of the State of Illinois, and of the United States, including, but without limiting the generality of the foregoing, the right:

A. To the executive management and administrative control of the College, its properties and facilities.

B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees under the conditions and according to the procedures outlined in this contract.

C. To approve curriculum and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the State of Illinois and the Constitution and laws of the United States.

ARTICLE XVI

ENTIRE AGREEMENT CLAUSE

This Agreement supersedes and cancels all previous agreements, verbal or written between the College and the Federation and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE XVII

DURATION

This Agreement shall be effective as of June 9, 1986 and shall continue in full force and effect through June 10, 1988.

Between February 15, 1988 and March 15, 1988 the Federation may notify the Board in writing of its desire to negotiate a subsequent agreement.

Negotiations between the Board and Faculty representatives for a subsequent agreement will commence no later than April 1, 1988, upon the request of either party, with a goal of June 10, 1988 for completion of negotiations.

ARTICLE XVIII

NO-STRIKE PLEDGE

The Federation and the Board subscribe to the principal that any and all differences shall be resolved by peaceful and appropriate means without interruption of the College program. The Federation therefore agrees that it will not instigate, engage in, support, encourage, or condone any strike, work stoppage, or other concerted refusal to perform work by the faculty members covered by this Agreement.

Entered into by and between the Board of Community College District No. 516, Counties of Kane, Kendall, DeKalb, LaSalle and Will, State of Illinois, and the Waubonsee Community College Faculty Federation as collective bargaining agent for those faculty members in the bargaining unit described in Article I, Section A, hereof, this 22nd day of April, 1986.

Board of Community College District No. 516, Counties of Kane, Kendall, DeKalb, LaSalle and Will, State of Illinois

By Richard W. Dickson
College Board Chairman

By
College Board Secretary

By
College Chair, Salary Committee

By Carol Viola
College Chair, Language Committee

Waubonsee Community College Faculty Federation

By
Federation President

By Conrad Schrepfer
Federation Secretary

By Joseph J. Stoffel
Federation Chair, Salary Committee

By
Federation Chair, Language Committee

LOAD RATING FOR LARGE GROUP INSTRUCTION

Teacher load weightings for classes assigned to the large group instruction classroom are as follows:

1. Repeat assignment for any one faculty member would have the same weighting as the first time through.
2. Based on the number of students shown at mid-term, the teacher load would be as follows:

Number of Students Range	Load Rating	Small Groups	3-hour Course: Cumulative Load	3-hour Course: No Small Groups
37-48	1.4	2	4.8	4.2
49-72	1.4	3	5.8	5.2
73-96	2.0	4	8.0	6.2
97-120	2.0	5	9.0	7.2
121-140	2.3	6	10.6	8.2

LOAD RATING FOR SMALL GROUPS

Number of Groups	1	2	3	4	5	6
Teaching Faculty Member Load	1	2	3	4	5	6

Small groups shall be no larger than 24 without written consent of the teaching faculty member.

The large group teaching faculty member and small group teaching faculty members not assigned to teach in the large group instruction area will be expected to attend and participate in one coordination per week.

Large group instruction classes will be assigned by the appropriate Dean who shall assess the assignment after consultation with the teaching faculty members involved. Teaching faculty member assignment to a large group instruction without small groups shall be on a voluntary basis.

WAUBONSEE COMMUNITY COLLEGE
FACULTY COMPENSATION SCHEDULE

1986-87

Step	I BS *16989	II MS 17535	IIA MS10 18003	III MS20 18472	IIIA MS30 18862	IV MS40 19253	IVA MS50 19799	V MS60 20346	VA MS70 20814	VI PHD 21282
1	17667	18238	18727	19217	19625	20032	20604	21175	21664	22154
2	18345	18940	19451	19961	20387	20812	21408	22004	22514	23025
3	19023	19643	20175	20706	21149	21592	22213	22833	23364	23896
4	19701	20345	20898	21451	21912	22372	23017	23662	24215	24767
5	20379	21048	21622	22196	22674	23152	23822	24491	25065	25639
6	21057	21751	22346	22941	23436	23932	24626	25320	25915	26510
7	21735	22453	23069	23685	24199	24712	25431	26149	26765	27381
8	22413	23156	23793	24430	24961	25492	26235	26978	27615	28252
9	23091	23859	24517	25175	25723	26272	27040	27807	28465	29124
10	23769	24561	25240	25920	26486	27052	27844	28636	29316	29995
11	24447	25264	25964	26664	27248	27832	28649	29466	30166	30866
12	25125	25966	26688	27409	28010	28611	29453	30295	31016	31737
13	25803	26669	27412	28154	28773	29391	30258	31124	31866	32609
14	26481	27372	28135	28899	29535	30171	31062	31953	32716	33480
15	27159	28074	28859	29643	30297	30951	31867	32782	33566	34351
16	27837	28777	29583	30388	31060	31731	32671	33611	34417	35222
17	28515	29480	30306	31133	31822	32511	33476	34440	35267	36094
18	29193	30182	31030	31878	32584	33291	34280	35269	36117	36965
19	29871	30885	31754	32623	33347	34071	35085	36098	36967	37836
20	30551	31583	32465	33380	34096	34861	35877	36909	37824	38706

*Note: This line references the 1985-86 schedule plus 891 added to each cell, equals:

Legend:

I	Bachelor's degree or competency in occupational field.
II	Master's degree or bachelor's degree plus two years acceptable experience in occupational field.
III	Master's degree + 20 semester hours or master's degree + two years acceptable experience in occupational field.
IV	Master's degree + 40 semester hours or master's degree + 20 semester hours + two years acceptable experience in occupational field.
V	Master's degree + 60 semester hours or master's degree + 40 semester hours + two years acceptable experience in occupational field.
VI	Doctorate degree (MFA is equated to MA + 20. The 10-hour intermediate steps are based on one-half the difference between major (20-hour) steps.)

For the 1986-87 compensation schedule only, the faculty members location on the compensation schedule will not change. All figures in the compensation schedule were moved up one step thereby giving the faculty member a monetary step increase without advancing the faculty members location on the schedule.

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SCHEDULE B

WAUBONSEE COMMUNITY COLLEGE
FACULTY COMPENSATION SCHEDULE

1987-88

	I	II	IIA	III	IIIA	IV	IVA	V	VA	VI
	BS	MS	MS10	MS20	MS30	MS40	MS50	MS60	MS70	PHD
Step										
1	18558	19129	19618	20108	20516	20923	21495	22066	22555	23045
2	19236	19831	20342	20852	21278	21703	22299	22895	23405	23916
3	19914	20534	21066	21597	22040	22483	23104	23724	24255	24787
4	20592	21236	21789	22342	22803	23263	23908	24553	25106	25658
5	21270	21939	22513	23087	23565	24043	24713	25382	25956	26530
6	21948	22642	23237	23832	24327	24823	25517	26211	26806	27401
7	22626	23344	23960	24576	25090	25603	26322	27040	27656	28272
8	23304	24047	24684	25321	25852	26383	27126	27869	28506	29143
9	23982	24750	25408	26066	26614	27163	27931	28698	29356	30015
10	24660	25452	26131	26811	27377	27943	28735	29527	30207	30886
11	25338	26155	26855	27555	28139	28723	29540	30357	31057	31757
12	26016	26857	27579	28300	28901	29502	30344	31186	31907	32628
13	26694	27560	28303	29045	29664	30282	31149	32015	32757	33500
14	27372	28263	29026	29790	30426	31062	31953	32844	33607	34371
15	28050	28965	29750	30534	31188	31842	32758	33673	34457	35242
16	28728	29668	30474	31279	31951	32622	33562	34502	35308	36113
17	29406	30371	31197	32024	32713	33402	34367	35331	36158	36985
18	30084	31073	31921	32769	33475	34182	35171	36160	37008	37856
19	30762	31776	32645	33514	34238	34962	35976	36989	37858	38727
20	31442	32474	33256	34271	34987	35752	36768	37800	38715	39597

Note: 1986-87 Schedule plus 891 added to each cell.

Legend:

I	Bachelor's degree or competency in occupational field.
II	Master's degree or bachelor's degree plus two years acceptable experience in occupational field.
III	Master's degree + 20 semester hours or master's degree + two years acceptable experience in occupational field.
IV	Master's degree + 40 semester hours or master's degree + 20 semester hours + two years acceptable experience in occupational field.
V	Master's degree + 60 semester hours or master's degree + 40 semester hours + two years acceptable experience in occupational field.
VI	Doctorate degree (MFA is equated to MA + 20. The 10-hour intermediate steps are based on one-half the difference between major (20-hour) steps.)

APPENDIX A

PAYROLL DUES DEDUCTION AUTHORIZATION

To the Board of Trustees
of Community College District No. 516:

I hereby authorize and direct the Board of Trustees of Community College District No. 516 ("Board") through its officers, agents and employees, to deduct from the portion of my salary due me each month the amount as certified by the Waubonsee Community College Faculty Federation ("Federation") at the current rate of dues. This deduction is to take place as specified in the Agreement between the Federation and the Board. ("Agreement").

I further authorize and direct you to transfer and pay such sum so deducted to the Treasurer of the Federation.

In consideration of the above described service rendered by the Board, its members, officers, agents, and employees, the undersigned hereby releases and discharges the Board, its members, agents, and employees, of and from any and all liability whatsoever arising as a result of the authorization given.

As per the Agreement, this authorization is revokable by me at any time, effective the start of the next school year, by written notice to the Director of Personnel.

____________________	____________________
Date	Employee Signature

APPENDIX B

TENURE

Purpose

The purpose of this policy is to implement Chapter 122, Section 103B, Illinois Revised Statutes.

Definitions

(1) "Faculty Member" means a full-time employee of the district regularly engaged in teaching or academic support services, but shall exclude supervisors, administrators and all supportive staff, including secretarial/clerical, data processing and physical plant staff.

Individuals in the following positions shall be considered as supervisors and/or administrators and/or not regularly engaged in teaching or academic support services:

President
Vice Presidents
Deans
Associate Deans
Directors
Associate Directors
Assistant Directors
Executive Assistants

(2) "Academic Support Services" means counseling and the Learning Resources Center.

(3) "Academic Support Personnel" means counselors and professional librarians, excluding supervisors, administrators and secretarial/clerical employees.

(4) "School Year" means the fall and spring semesters which constitute the regular academic year and shall exclude the interim and summer sessions.

(5) "Term" means the fall or spring semesters within a school year.

(6) "Notice" means a written notice delivered in person or deposited in the U. S. Mail by Certified or Registered Mail, postage prepaid, addressed to the faculty member's last known address.

(7) "Tenure" means continuous contractual employment unless dismissed for adequate cause or due to a decision of the Board to decrease the number of faculty members employed by the Board or to discontinue some particular type of teaching service or program.

Faculty members who have completed and been granted tenure prior to this Agreement will maintain their tenure status. Faculty members who are non-tenured prior to this Agreement will maintain their present longevity status in their normal progression toward tenure with no loss of years in the tenure process.

(8) "Full-time Employment" for the purpose of this tenure policy shall be defined as follows:

Faculty Members: Faculty members normally have a teaching load of at least 30 semester hour equivalents which equivalents shall include released semester teaching load hours for non-teaching duties. A teaching load of less than 30 semester hour equivalents per school year shall not be considered full-time employment.

(9) "Seniority" means the length of continuous full-time employment as a faculty member as defined herein since the last date of hire as a full-time faculty member. Conflicts in seniority among faculty members with the same beginning date of continuous employment shall be resolved on the basis of the earliest date when the initial full-time contract of employment was approved by the Board.

(10) "Days" means calendar days. The time within which any act herein is to be done shall be computed by excluding the first day and including the last, unless the last day is Saturday or Sunday, or is a holiday as defined or fixed in any statute now or hereafter enforced in the State of Illinois, and then it shall also be excluded. If the day succeeding such Saturday, Sunday or holiday is also a holiday or a Saturday or Sunday, then such succeeding day shall also be excluded.

Eligibility

Faculty members shall be eligible for tenure in accordance with the provisions of Chapter 122, Section 103B-2, Illinois Revised Statutes. The Board reserves the right to extend the non-tenured employment period to four years in accordance with Chapter 122, Section 103B-2, Illinois Revised Statutes.

No individual shall be eligible for or acquire tenure as an administrator.

Because tenure confers special rights and privileges on the recipient, it is the policy of the Board to extend tenure to only qualified faculty members.

Procedure

Tenure recommendations for eligible faculty members shall be initiated by the appropriate Vice President who in turn shall make recommendations to the President. The President shall submit any recommendations on the granting of tenure to the Board of Trustees by March 1 (October 1 for faculty members hired at the start of the spring semester). If the Board of Trustees decides to dismiss a non-tenured faculty member, the Board shall give notice thereof to the faculty member not later than 60 days before the end of the school year or term, whichever is applicable.

Evaluation of Non-Tenured Faculty

The purpose of this policy is to improve the learning process, to apprise instructional staff of their strengths, weaknesses, progress and overall status, to determine the desirability of tenure when an individual is eligible, and to provide information for use in making personnel decisions with respect to non-tenured faculty members in accordance with Chapter 122, Section 103B, Illinois Revised Statutes.

The appropriate Vice President, or his/her designee, shall have the responsibility for evaluating in writing each non-tenured faculty member at least once during each school year that he/she is employed as a full-time faculty member. Following each written evaluation, the person making the evaluation will hold an individual conference with the non-tenured faculty member to discuss the results of the evaluation.

The written evaluation for non-tenured faculty members whose continuous full-time employment commenced with the start of the fall semester shall be completed on or before February 1, except for extenuating circumstances. The written evaluation for non-tenured faculty members whose continuous full-time employment commenced with the start of the spring semester shall be completed on or before October 1, except for extenuating circumstances. The purpose of this timetable for evaluations is to enable the Board to decide at least 60 days before the end of the school year or term, whichever is applicable, whether or not a full-time non-tenured faculty member's contract should be renewed.

The written evaluations shall be submitted to the President who, in turn, shall submit his/her recommendations to the Board.

It shall be the responsibility of the Board to decide at least 60 days before the end of the school year or term, whichever is applicable, whether or not a full-time non-tenured faculty member's contract should be renewed. If the Board decides not to renew a non-tenured faculty member for the ensuing school year or term, the Board shall give notice thereof to the faculty member not later than 60 days before the end of the school year or term, whichever is applicable. The specific reasons for the non-renewal shall be confidential but shall be issued to the teacher upon request.

In addition to the formal written evaluations specified above, the performance and qualifications of the faculty members may be assessed in other ways, including, but not limited to, self-evaluations, student evaluations, work habits, observance of College policies and extracurricular contributions to the College.

While general adherence to the evaluation procedure and timetable set forth above is desirable, the Board may make personnel decisions irrespective of the procedural steps set forth herein.

Dismissal of Tenured Faculty Members for Cause

The dismissal for cause of a faculty member who has tenure shall be in accordance with the provisions of Chapter 122, Section 103B-4, Illinois Revised Statutes.

Persons whose tenured appointment may be terminated shall be so notified and may discuss basis for dissatisfaction with the appropriate Vice President. If the cause for possible termination is considered remediable, the faculty member will be given reasonable warning in writing, stating the causes which, if not removed, may result in charges.

If the dismissal of a tenured faculty member is sought for cause, the Board shall first approve a motion by a majority vote of all its members. The specific reason or reasons for dismissal shall be confidential but shall be issued to the tenured faculty member upon request.

If a majority of all the members of the Board approve a motion to dismiss a tenured faculty member, such decision shall be final unless the tenured faculty member submits to the Board within ten days a written request that a hearing be scheduled. If the faculty member requests a hearing, he/she may also request a hearing before the Faculty Professional Standards Committee. The faculty member at the time he/she requests a hearing before the Faculty Professional Standards Committee may request, in writing to the President, a written statement of the basis for the recommendation of dismissal to the Board, which statement shall be sent to the faculty member by certified mail or hand delivered within ten calendar days of the request. This hearing shall be scheduled by the College President to be held prior to the hearing provided in Chapter 122, Section 103B-4. The Committee shall submit a report to the College President for consideration at the hearing.

Upon the submission of such a written request, the Board shall schedule a hearing on the charges before a disinterested hearing officer on a date not less than 45 days nor more than 70 days after the adoption of the Board's motion to dismiss the faculty member. If, in the opinion of the Board, the interests of the district require it, the Board after 20 days notice, may suspend the tenured faculty member pending the hearing, but if acquitted, the tenured faculty member shall not suffer the loss of any salary by reason of the suspension.

Within ten days after the faculty member receives the notice of hearing, either the Board and the faculty member mutually, or the faculty member alone, shall request a list of five qualified hearing officers from either the American Arbitration Association or the Federal Mediation and Conciliation Service. Within five days from the receipt of the list, the Board and the faculty member, or their legal representatives, shall alternately strike one name from the list until one name remains. The faculty member shall make the first strike. The individual whose name remains shall be the hearing officer.

At least 21 days before the hearing date the Board shall service notice of the charges upon the tenured faculty member and such notice shall contain a bill of particulars.

The hearing may be closed to the public if both the Board and the faculty member so agree; provided, however, the hearing shall be public if requested by either the faculty member or the Board. The faculty member shall have the privilege of being present at the hearing with counsel and of cross-examining witnesses and may offer evidence and witnesses and present defenses to the charge. Upon the request of either party, the hearing officer may issue subpoenas requiring the attendance of witnesses and the production of documents. All testimony at the hearing shall be taken under oath administered by the hearing officer. The hearing officer shall cause a record of the proceedings to be kept and the Board shall employ a competent court reporter to take stenographic or stenotype notes of all testimony.

The cost of the reporter's attendance and services at the hearing and all other costs of the hearing, including the fee and expenses of the hearing officer, shall be borne equally by the Board and the faculty member. If any party desires a copy of the transcript of the hearing it shall be responsible for paying the cost.

The hearing officer, shall, with reasonable dispatch, make a decision as to whether or not the tenured faculty member shall be dismissed and shall give a copy of the decision to both the tenured faculty member and the Board. Subject to the right of either party to seek legal review under the Administrative Review Act, the decision of the hearing officer shall be final and binding.

Reduction in Number of Full-Time Faculty Members

The provisions of Chapter 122, Section 103B-5, Illinois Revised Statutes shall be applicable with respect to the dismissal of a faculty member due to a decision by the Board of Trustees to decrease the number of faculty members employed by the Board of Trustees or to discontinue some particular type of teaching service or program.

Each tenured faculty member who is subject to dismissal due to a reduction in the number of faculty members employed by the Board of Trustees shall be given the opportunity prior to honorable dismissal to advise the Board of Trustees in writing of any position(s), if any, held by non-tenured faculty members, or any other employees with less seniority, which such faculty member believes he/she is competent to fill, together with the documentation upon which such belief is based. It shall be the responsibility of the Board of Trustees, acting on recommendations of the administrative staff, to determine whether or not the tenured faculty member is, in fact, competent to render the services for the position or positions identified by the tenured faculty member.

Dismissal for Cause of Non-Tenured Faculty Member during Term of Contract

Purpose

The purpose of this policy is to set forth the procedure governing the dismissal of a non-tenured faculty member during the term of his/her contract or appointment. This policy shall not be applicable to a decision by the Board to not renew the contract of a non-tenured faculty member. Nor shall it be applicable to the dismissal of a faculty member who is employed at will.

Policy

A non-tenured faculty member may be terminated during the term of his/her contract or appointment if there is a breach of contract sufficient to justify termination.

Procedure

The following procedure shall be followed in order to assure due process with respect to the termination of a non-tenured faculty member during his/her contract. This procedure shall only apply in those situations where the termination of a non-tenured faculty member is sought during the term of his/her contract or appointment.

(1) Prior to formal termination proceedings, the appropriate administrator or administrators shall discuss with the non-tenured faculty member the reason or reasons that might lead to termination during the term of the faculty member's contract or appointment, at which time resolution of the reason or reasons or termination may be effectuated by mutual consent.

(2) If the matter is not adjusted or otherwise resolved at such meeting, the Board may initiate formal termination proceedings by giving the non-tenured faculty member notice thereof in writing and advising the non-tenured faculty member of his/her right to request in writing a hearing within seven calendar days after receipt of the termination letter. The reason or reasons for terminating a non-tenured faculty member during his/her contract shall be confidential, but shall be issued to the non-tenured faculty member upon request.

(3) If the non-tenured faculty member submits a timely written request for a hearing, the hearing shall be scheduled as promptly as practicable before the Board or, at the sole discretion of the Board, a hearing officer designated by the Board, who may or may not be a member of the Board. Where the Board designates a hearing officer to conduct the hearing, the hearing officer shall submit his/her findings and recommendation to the full Board and the ultimate decision shall be made by a majority of the full membership of the Board.

The decision of the Board as to the existence of cause to terminate the contract of a non-tenured faculty member during its term shall be final and binding.

(4) The non-tenured faculty member shall have the right to be present, together with counsel, at the hearing, to offer evidence, to cross-examine witnesses and to otherwise make a defense on his/her own behalf.

(5) The procedure specified herein with respect to the termination of a non-tenured faculty member during the term of his/her contract shall be the sole and exclusive remedy available to the affected faculty member; provided, however, nothing shall preclude the affected faculty member from alleging in an appropriate court of law that the Board's action is so arbitrary or capricious as to render it null and void.

(6) A non-tenured faculty member may be suspended prior to completion of the termination procedure specified above if, in the judgment of the President, such suspension is warranted. While such suspension shall be without pay, it shall not be considered prejudicial to the affected faculty member's case. If the Board determines that there is no cause to terminate the non-tenured faculty member's contract during its term, or that there is cause for a suspension but not for termination, the affected faculty member shall receive back pay for the period of the suspension, or portion thereof, that is not sustained by the Board.

Faculty Behavioral Guidelines

Purpose

The purpose of this policy is to set forth the rules and procedures governing faculty behavior. It covers forms of faculty behavior up to but not including that necessitating dismissal. There are separate Board policies covering the dismissal of tenured and non-tenured faculty members.

Policy

A faculty member may be disciplined for just cause by the President or a designated representative of the President. Cause shall include, but not be limited to, the following:

1. Unprofessional conduct.
2. Violation of written Board or administrative policies.
3. Breach of contract.
4. Moral turpitude which adversely affects the College or the faculty member's performance of his/her duties and responsibilities.
5. Unauthorized or unexcused absences.

Disciplinary action may include but not be limited to oral reprimands, written reprimands and suspensions with or without pay.

Procedure

If the faculty member is suspended without pay, the faculty member may request a hearing before the Board by submitting a written request to the President within seven calendar days after such suspension; provided, however, the Board at its sole discretion may designate a hearing officer, who may or may not be a member of the Board, to conduct the hearing. Where the Board designates a hearing officer to conduct the hearing, the hearing officer shall submit his/her findings and recommendations to the full Board and the ultimate decision shall be made by a majority of the full membership of the Board. The decision of the Board as to the existence of cause to suspend a faculty member shall be final and binding. If the Board determines there is cause for a suspension it shall either accept, reduce or increase the period of the suspension. If the Board determines there is no cause for the suspension or that there is cause but that the period of suspension should be reduced, the faculty member shall receive back pay for the period of the suspension, or portion thereof, that is not sustained by the Board.

The procedure specified herein with respect to the suspension of a faculty member without pay shall be the sole and exclusive remedy available to the affected faculty member; provided, however, nothing shall preclude the affected faculty member from alleging in an appropriate court of law that the Board's action is so arbitrary or capricious as to render it null and void.

1986-88

Agreement between

Board of Trustees
of Community College District 512,
County of Cook and State of Illinois

and

William Rainey Harper College Faculty Senate

A Chapter of
the Cook County College Teachers Union
Local 1600, AFT, AFL-CIO.

JC 870510

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Introductory Paragraph

This Agreement is voluntarily entered into by and between the Board of Trustees of Community College District No. 512, County of Cook and the State of Illinois, hereinafter referred to as the "Board," and the William Rainey Harper College Faculty Senate, a Chapter of the Cook County College Teachers Union, Local 1600, AFT, AFL-CIO, hereinafter referred to as the "Faculty Senate," or "Senate," as the exclusive collective bargaining agent for the faculty members in the bargaining unit as defined herein.

Preamble

The Faculty Senate, having been designated bargaining representative of faculty members, and the Board and Senate having voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting certain relations between them, and the intention of the parties to this Agreement being to provide for an appropriate salary schedule, fringe benefits, an orderly and expeditious grievance procedure and certain conditions of employment of faculty members, all as set forth herein, the parties therefore agree to the following:

Article I. Recognition

A. The Board of Trustees of Community College District No. 512 recognizes the Faculty Senate, a chapter of the Cook County College Teachers Union, as the exclusive bargaining representative for all regularly employed full-time faculty members (including department chairpersons and coordinators), provided as used herein "faculty members" shall not include any classified staff, student aides, custodial, or any employee of the College who has administrative responsibilities (other than department chairpersons or coordinators) or who has the responsibility for making meaningful recommendations for the hiring, assignment, transfer, promotion, disciplining or dismissal of other employees. Administrative duties shall not be added to any position in the bargaining unit if such shall have the effect of removing such position from the bargaining unit without prior negotiation and agreement with the Senate.

B. As used herein, the term "faculty member" shall refer to those persons included in the bargaining unit described above.

Article II. Union-Board Relations

A. No Discrimination

The Board agrees not to interfere with the right of faculty members to become members of the Faculty Senate, and there shall be no discrimination against any faculty member because of such membership. The parties likewise acknowledge the right of any faculty member not to become a member of the Faculty Senate.

B. Use of Facilities and Equipment

The Senate may utilize College meeting room facilities, including classrooms not then in use but not already set up for an anticipated use which cannot reasonably be disturbed, provided the Senate shall promptly reimburse the Board the facilities usage charge as prescribed in the Board Facilities Usage Manual and for any additional expense or any damage occasioned by such use. Such use shall in no respect interfere with any activity or function of the College. This section shall not be applicable to any meeting of more than twenty (20) persons if less than fifty percent (50%) of those in attendance are employees of the College.

C. Information to the Faculty Senate

The Board shall make available public information necessary to the conduct of negotiations or the processing of a grievance or for the enforcement of the terms of this Agreement. This shall include relevant financial statistics. Such material shall be provided within a reasonable time following a written request by the Senate President or designee. This section shall not be construed as requiring the Board to research or compile data.

D. Review of Forms

The language of any forms utilized to implement this Agreement shall conform to this Agreement. The Board shall make a reasonable effort to secure the concurrence of the Senate President as to the language of such forms prior to their introduction.

E. Bulletin Board and Mailboxes

The Senate shall be provided with reasonable bulletin board space for the posting of notices and materials relating to Senate activities. Such materials shall be identified with the name of the Senate and signed by an appropriate officer thereof. Such materials shall not be derogatory of any person associated with the College and shall not include items which are primarily endorsements of candidates for political office (other than offices of the Senate or of AFT Local 1600). The Board shall permit the Senate to distribute official Senate materials to faculty members through College mail service subject to reasonable Board regulations. This authorization shall terminate forthwith if any governmental agency or court of competent jurisdiction shall determine such mail services cannot be utilized without the affixation of postage or payment of fee.

F. Release Time for Senate

The Board agrees to provide up to a maximum of twenty-one (21) contact hours total release time per year to the Union. No more than six (6) contact hours release time may be assigned to any single faculty member during a semester. For faculty members who are part of the Student Development or LRC faculty, release time shall be equivalent to one (1) clock hour equaling .75 contact hours. For faculty members in the Development Education Laboratory, release time shall be equivalent to one (1) clock hour equaling .50 contact hours.

The President of the Senate shall advise the Vice President of Academic Affairs in writing thirty (30) days prior to the beginning of each semester as to how these hours will be distributed.

G. Leaves of Absence for Union Officers

Faculty members elected as delegates to the annual conventions of the Illinois Federation of Teachers or the American Federation of Teachers shall be released from their assigned duties on the days of such conventions, provided this section shall not be applicable to more than three (3) such delegates and that the Union shall promptly reimburse the Board for the cost of any substitute who may be employed unless substitutes are arranged for by faculty. Written notice of the persons attending such conventions shall be filed with the Vice President of Academic Affairs, or designee, at least three (3) days (exclusive of Saturdays, Sundays or observed holidays) in advance.

H. Meetings of House of Representatives

The Board shall seek to avoid regularly assigning classes which end after 3:00 p.m. on Friday to faculty members who are delegates to the House of Representatives of Local 1600, provided the identity of such faculty members is furnished in writing to the Vice President of Academic Affairs or designee at least thirty (30) calendar days prior to the onset of each semester.

I. Meetings of the Faculty Senate

The Board shall make an effort to avoid scheduling classes on Thursdays between 12:15 p.m. and 2:00 p.m. for faculty members who at the time of such scheduling are elected senators of the Harper College Faculty Senate.

J. Board Meetings

A copy of the Board agenda, non-confidential exhibits and minutes shall be made available to the Senate President or designee within a reasonable time following their distribution to the Board of Trustees. A copy of materials furnished to representatives of the press and other organizations shall concurrently be made available to the Senate President or designee.

K. Printing of Agreement

The Board shall be responsible for the reproduction of the Agreement. Such reproduction shall be in such form as shall be mutually agreed upon, provided that in the absence of such Agreement the form, size and type of reproduction of the preceding Agreement shall be utilized. The cost of such reproduction shall be shared equally by the Board and the Senate.

L. Office for Senate

The Board will provide the Senate with office space by January 15, 1987. The space will be furnished appropriately.

Article III. Conditions of Employment

A. Academic Freedom

Each faculty member shall engage in those activities which shall at no time be detrimental to the College. A faculty member shall be free to present instructional materials which are pertinent to the subject and level taught and shall be expected to present all facets of controversial issues in an unbiased manner.

Academic freedom is defined in the following Statement of Principles established by the American Association of University Professors, which is set forth herein, amended to have greater applicability to Harper College, as an expression of which the parties find agreement as a statement of general objectives and guidelines.

1. The teacher is entitled to full freedom in research and in the publication of results, subject to the adequate performance of his/her duties, but research for pecuniary return shall be based upon an understanding with the authorities of the institution.

   This guideline shall not be construed as limiting the application of Board policy and procedures affecting College-supported inventions and materials, provided such policy shall not be altered as to deprive any faculty member of benefits previously assured by such policy with respect to work begun under the same and for which proper notice has been given by the faculty member.

2. The teacher is entitled to freedom in the classroom in discussing his/her subject, but he/she shall attempt to be careful not to introduce into his/her teaching controversial matters which have no relation to his/her subject. Limitations of academic freedom because of aims of the institution should be clearly stated in writing at the time of the appointment.

3. The College teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but his/her special position in the community imposes special obligations. As a person of learning and an educational officer, he/she shall attempt to remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence, he/she shall attempt at all times to be accurate, shall attempt to exercise appropriate restraint, shall attempt to show respect for the opinions of others, and shall attempt to make every effort to indicate that he/she is not an institutional spokesman.

B. Faculty Personnel Records

1. All evaluative material relating to a faculty member shall be retained in his/her official personnel file.
2. When evaluative material is placed in the faculty member's official personnel file (hereinafter described in this section as "file"), a copy of such material shall concurrently be provided to the faculty member. The faculty member shall acknowledge receipt of such copy but such acknowledgement shall not signify anything other than receipt of the material.
3. The faculty member shall have the right to respond to any material placed in his/her file by submitting the response in writing within a reasonable time of the filing of the original material. Such response shall be attached to the file copy.
4. A faculty member shall have the right to examine his/her file. Such request shall be honored without undue delay if made during normal business hours. A designee of the College administration may be present during such review. Nothing shall be permanently removed from the file without the consent of the faculty member and the College. A faculty member may reproduce material from his/her file at the customary cost.
5. No material from a faculty member's personnel file shall be made available to personnel or agencies unconnected with the College without the faculty member's consent, except as required by law or as necessary pursuant to the regular operation of the College, provided this does not preclude verification of employment.

C. Faculty Facilities

The Board shall provide appropriate office space and instructional materials for faculty members.

D. Calendar

Prior to the adoption by the Board of the academic calendar for any year, the College President or designee will meet with the Senate President or designee to discuss and examine in good faith any suggested revisions that the Senate may have regarding the structure, recesses, and holidays of the proposed academic calendar.

E. Definition and Determination of Seniority

As used in this Agreement, "seniority" shall mean the length of continuous full-time employment as an employee of the College. If it shall be necessary to resolve conflicts of seniority as between faculty members with the identical length of employment, (1) prior part-time employment at the College, (2) date of executing a faculty contract, or finally (3) lot, will be utilized in that order. Seniority, where applicable, shall be applied within a department or program.

Seniority is determinative in the functioning of the College as applicable to assignment of classes, selection of overloads, non-teaching faculty assignments, summer school teaching assignments except when amended by the vote of full-time faculty within departments.

F. Class and Assignment Schedules

Faculty shall be consulted in the scheduling of classes and/or assignments.

G. Class and Assignment Selection

Appropriate faculty and the appropriate supervisor or designee shall develop a program for the assignment of classes, and/or other professional duties subject to the approval of the appropriate vice president. Full-time faculty members shall have the right of first refusal in selecting voluntary overload classes in departments in which they have fully satisfied appropriate teaching credentials, except as the needs of the College shall otherwise clearly require.

"Teaching Credentials" as used above refers to the *Statement of Faculty Credentials* document which is issued each academic year.

H. Class Size

The Board shall continue its practice of maintaining reasonable class size consistent with the nature of the course offering and the financial resources of the College.

I. Workload

1. The normal workload shall be thirty (30) contact hours required per academic year except as otherwise specifically provided herein. The normal workload will also require a minimum of four (4) unique course sections per academic year except as otherwise specifically provided herein.

   A contact hour is defined as a minimum total of fifteen (15) fifty (50) minute periods of instruction per semester or equivalent.

   Faculty may satisfy up to four (4) hours of the workload defined herein by teaching courses in the Division of Continuing Education that are approved by the Illinois Community College Board as General Studies and reimbursable courses. Requests for approval to utilize such courses as part of the yearly workload requirement must be made by September 1 for courses to be taught in the spring semester and May 1 for courses to be taught in the subsequent fall semester.

   Up to four (4) contact hours for courses taught in Continuing Education Division may be accumulated to be applied toward any yearly load within one (1) year after completing the course or the last of the courses.

2. If a faculty member teaches in excess of the normal workload, he/she shall be compensated as otherwise provided in this Agreement.

3. Open laboratory and individual learning contact hour assignments in remedial education, English as a Second Language and General Education Development will be on a two (2) hours for one (1) hour of load equivalency.

4. Faculty members assigned to teach ENG 100, ENG 101, ENG 102, ENG 103, ENG 130, ENG 201 and ENG 220, shall have a normal workload of twenty-four (24) contact hours per year. As part of this load, faculty may substitute any course with a LIT prefix for not more than three (3) contact hours per semester.

5. Dental Hygiene faculty teaching only clinical courses (DHY 100, 101, 250, 251) shall have a normal workload of thirty-six (36) contact hours required per academic year.

6. For faculty members who do not have teaching responsibilities, their normal workload shall be thirty-five (35) clock hours weekly, excluding lunch. This provision includes LRC faculty and Student Development faculty.

   Faculty members assigned as chairpersons of LRC services, English as a Second Language and Adult Educational Development programs may be given full release time from their normal workload. When full release time is approved, the normal workweek will be thirty-five (35) clock hours, excluding lunch.

   Such faculty members shall have the right to submit to their immediate supervisor recommendations with respect to their scheduling for the purpose of enhancing their ability to serve students.

7. A faculty member has the right to refuse assignments in excess of the normal workload unless an overload would be needed to assure that the normal workload requirement for that year would be met.

8. A faculty member assigned to supervise students in internship experiences (internships/clinical/work-study/work-experience/supervised-occupation experiences as defined by ICCB) shall receive one-fourth (1/4) contact hour credit per student to a maximum of nine (9) contact hours per semester.

   This provision includes, but is not limited to, the following courses:

   BFC 235
   CCA 220
   CRJ 295
   CRJ 299
   DPR 137
   DPR 230
   DIT 150
   DIT 200
   DIT 250
   FSM 113
   FSM 213
   HPI 107
   ITP 220
   JNM 237
   ORT 111
   ORT 112
   ORT 113
   SEC 237
   SEC 238
   SEC 239
   PKM 150
   PHT 113
   REC 214

9. Extracurricular assignments shall be voluntary, provided once assumed the faculty member shall have full responsibility for their completion, and provided such may be assigned on an involuntary basis in an emergency or when continuation of such activity is contingent upon such assignment. The faculty shall be compensated for such extracurricular assignment pursuant to the attached schedule or in a greater amount if such be voluntarily agreed to by the affected faculty member and the President or designee.

10. Any Dental Hygiene faculty member who is qualified to perform the functions of a supervising dentist as required in an accredited Dental Hygiene program shall be expected to assume this responsibility up to a maximum of thirty-five (35) hours per week, including other normal faculty workload assignments.

11. Contact hour equivalencies for experimental courses or alternative modes of delivery may be mutually determined by the faculty member, Divisional Dean, appropriate department chairperson or career program coordinator, Faculty Senate President. Such equivalencies must be approved by the Dean.

12. Teaching faculty are to maintain regular office hours to readily serve the needs of students. Hours shall be posted on the individual offices and with the appropriate Divisional Dean. The minimum number of office hours per week shall be ten (10) hours. Up to five (5) hours of office time may be used by faculty members to assist students in such learning settings as the tutoring center, developmental/remedial/labs, or other open labs.

J. Career Program Coordinators and Departmental Chairpersons

1. Full-time faculty members within a career program department or full-time faculty in departments other than career program departments will recommend to the appropriate administrator the faculty member to be appointed as career program coordinator or department chairperson for the subsequent year. Such recommendation must be made by April 15 for the subsequent year's appointment.

   Should all recommended full-time faculty within a department refuse to accept the appointment, or in departments where no full-time faculty member is employed, then the Divisional Dean may appoint a faculty member to serve.

2. The parties acknowledge it is appropriate that department chairpersons and program coordinators continue to assist the appropriate Divisional Dean or Dean in recommending the screening and selection of part-time faculty members.

3. In addition to the release time awarded in number 2 above, the College will provide additional release time to be distributed to career program coordinators with unusual temporary or permanent needs. Distribution of these hours shall be determined by the Dean of Instruction based on requests made by career program coordinators through their Division Deans.

K. Release Time

Release time is considered reduced time from the normal workload as defined in Article III-I.

1. Release time will apply under the following conditions:
   a) Faculty assigned to large lecture instruction will be given release time for the planning and preparation of instructional materials and the coordination of discussion and laboratory corequisite sections. Release time will be given for the first section of each unique course prefix and number.

      In order to have the above apply, release time will be given on the following basis:

      1) lecture sections must have a minimum enrollment of sixty-four (64) and a minimum of two (2) discussions or laboratory corequisite sections, release time will not exceed two hours.
      2) lecture sections having no corequisite sections must have a minimum enrollment of sixty-four (64) and must have a minimum of two (2) contact hours, release time will not exceed one hour.

   b) Faculty assigned as career program coordinators will be awarded release time based upon the following schedule:

Unduplicated Student Headcount	Release Time
1 - 40	2 hours
41 - 60	3 hours
61 - 90	4 hours
91 - 120	5 hours
121 - 140	6 hours
141 or more	7 hours

c) Release time from classroom teaching contact hours each semester will be awarded to department chairpersons based upon the following schedule:

Adjusted Contact Hours	Release Time
10 - 40	1 hour
41 - 80	2 hours
81 - 130	3 hours
131 - 190	4 hours
191 - 260	5 hours
261 - 340	6 hours
341 or more	7 hours

Adjusted contact hours are defined as the number of contact hours taught by full-time faculty plus one and one-half times the number of contact hours taught by part-time faculty. Computations are to be based on enrollment on the first day of a semester. Calculations shall be for individual departments or groups of disciplines with one chairperson.

In addition to the release time awarded in number 2 above, the College will provide additional release time to be distributed to department chairpersons with unusual temporary or permanent needs. Distribution of these hours shall be determined by the Dean of Instruction based on requests made by department chairpersons through their Division Deans.

2. When release time is appropriate for faculty who do not have teaching responsibilities as defined in Article III.I.6., the release time will be equated as follows:

For Student Development and LRC Functions	1 Clock Hour	= 0.75	Contact Hour
	1 Contact Hour	= 1.33	Clock Hours
For Development Education and Laboratory Function	1 Clock Hour	= 0.50	Contact Hours
	1 Contact Hour	= 2.00	Clock Hours

L. Mentors

Each semester, full-time faculty members will recommend to appropriate administrators the faculty members to be appointed as mentors for adjunct faculty members serving in their first or second semester on the staff. The mentors will guide and assist the adjunct faculty members as prescribed by the appropriate administrators. The mentors wil receive a stipend of $100.00 for each adjunct faculty member to whom they are assigned who are teaching at the College for the first semester and $50.00 for each adjunct faculty member teaching in their second semester.

Nothing herein shall require the appointment of a mentor in each instance.

M. Tenure

1. Types of Appointment

a) Probationary Appointments

Probationary appointments are for a maximum of one (1) year and place no obligation on the College for renewal or to specify cause for non-renewal. Probationary appointments may be renewed on a year-to-year basis, but not to exceed four (4) years except for those employed prior to the close of the 1985-86 academic year, for whom such appointments shall not exceed three (3) years. The faculty member will be given notice of non-reappointment, or intention not to recommend reappointment in writing by March 15 for the first year faculty and February 15 for other than first year non-tenured faculty. The procedures to be followed for this process are those outlined in the Illinois Community College Act. Copies of said Act are available in the office of the Faculty Senate.

b) Continuous Appointments

Full-time faculty shall be considered for tenure during the third continuous year of probation. The faculty committee on tenure will forward its recommendation regarding tenure to the College President by December 1 of each year. The President, after considering the appropriate administrative and faculty tenure committee recommendations (or without committee recommendation if not received by December 1), will notify the faculty member and the Faculty Senate of the intended recommendation to renew or non-renew a probationary appointment.

2. Notification of Tenure Appointment

By February 15, any faculty member who shall enter upon tenure at the onset of the subsequent academic year will be notified by the College President.

The Faculty Senate will also be notified of such continuous appointments.

3. Resignation

Resignation from employment by a tenured faculty member shall be submitted in writing to the President prior to May 1 to be effective the following academic year. Resignation after such date or during an academic year shall subject the resigning faculty member to the payment of liquidated damages equal to four percent (4%) of his/her annual salary, exclusive of overload or stipends, provided such damages may be waived in whole or in part in the sole discretion of the Board of Trustees as a consequence of extenuating circumstances. Any such waiver shall be non-precedential.

4. Dismissal of Tenured Faculty

a) A tenured faculty member may be dismissed only for cause, provided this shall not be applicable to dismissal because of reduction in force.

b) Procedures

1) When it is believed there is cause to dismiss a faculty member, the appropriate administrator shall discuss the matter with him/her. If a mutually satisfactory resolution of the matter does not result within ten (10) instructional days, the matter shall be referred to an ad hoc hearing committee consisting of five (5) persons. Two (2) members are to be appointed by the College President, two (2) to be appointed by the Faculty Senate President and the fifth member to be named by mutual agreement of the College President and the Faculty Senate President. If after the College President and the Senate President have met and agreement cannot be reached, the four (4) shall constitute the Hearing Committee. The committee shall elect its own chairperson. The committee shall present its findings to the President of the College and the President of the Faculty Senate within twenty (20) instructional days. If the President of the College decides, either with or without the concurrence of the committee, to begin proceedings, he or his designee shall state in writing the specific causes for dismissal.

2) This statement shall then be incorporated in a letter from the President to the faculty member and to the Faculty Senate, within ten (10) days of the committee report, informing him/her that a hearing to determine whether he/she should be removed from his/her faculty position on the grounds stated will be conducted at a specific time and place, sufficient time being allowed for the preparation of his/her defense, such period to be not less than ten (10) calendar days. The faculty member shall be informed of his/her procedural rights that will be accorded him/her, such as his/her right to counsel and the right to be informed of the causes for dismissal. Failure of the faculty member to appear at the hearing in person or by counsel shall constitute an admission of the charges.

3) Suspension of the Faculty Member

Suspension of a faculty member during the proceedings against him/her may be imposed if in the judgment of the President it is warranted, and shall be with pay. Such suspension shall not be considered prejudicial to the faculty member's case.

4) At the same time of the President's letter in (2) above, a review committee of five (5) persons shall be established. Two (2) members are to be appointed by the College President, two (2) members are to be appointed by the Faculty Senate President, and the fifth member to be named by mutual agreement of the College President and the Faculty Senate President. If after the College President and the Senate President have met and agreement cannot be reached, the four (4) shall constitute the Review Committee. The committee shall elect its own chairperson. Any faculty member who served on the Ad Hoc Committee (established pursuant to subsection [1] above) shall not be eligible to serve on the Review Committee.

5) Review Committee Proceedings
The committee shall proceed by considering the statement of grounds for dismissal and the charges of misconduct as set forth in the President's letter, and the faculty member's response. If the faculty member has not requested a hearing, the committee shall consider the case on the basis of all obtainable information and shall attempt to reach a decision which shall be transmitted to the President and the faculty member for final action by the Board; otherwise the hearing shall proceed. The hearing shall be in private. If any facts are in dispute, the testimony of witnesses and other evidence concerning the charges shall be received. The faculty member shall have the right of assistance by counsel or other representative at his/her own expense. Any employee of the College shall appear and testify if so directed by the College President and committee. The faculty member and the President or designee shall have the right, within reasonable time limits set by the committee, to question all witnesses who testify. All testimony shall be under oath administered by the chairperson of the committee. A tape recording of the hearing shall be made. A transcription of the recording shall be available to the faculty member. The hearing procedures shall not necessarily adhere to formal rules of evidence.

6) Consideration by the Review Committee
The committee shall report findings with respect to each of the grounds for dismissal within ten (10) calendar days. The College President and the President of the Faculty Senate and the faculty member shall be sent concurrently, within ten (10) days of its first meeting, a copy of the findings.

7) Consideration by the Board of Trustees
After the date of the Review Committee's report, if a dismissal of a tenured faculty member is sought for cause, the Board must first approve a motion by a majority vote of all its members at its next regularly scheduled meeting. The specific charges for dismissal shall be confidential but shall be issued to the tenured faculty member upon request.

The Board decision shall be final unless the tenured faculty member within ten (10) days requests in writing of the Board that a hearing be scheduled. If the faculty member within ten (10) days requests in writing that a hearing be scheduled, the Board shall schedule such hearing on those charges before a disinterested hearing officer as prescribed by law. The decision of the hearing officer shall be final and binding.

8) Publicity
Public statements about the case by either the faculty, administrator or Board members shall be avoided so far as possible until the proceedings have been completed. Announcement of the final decision of the Board of Trustees shall include a statement of the Review Committee's original action.

5. Dismissal of Non-tenured Faculty for Cause
If the President shall recommend the termination of a non-tenured faculty member during an academic year, the procedure described in Section 4 of this Article shall be applicable, provided any suspension of the faculty member shall be without pay, but such pay shall be restored to the faculty member if the final decision is that there is not cause for dismissal.

N. Layoff Procedure (Reduction in Force)

1. If the Board shall determine that it is necessary to decrease number of faculty employed by the Board or to discontinue or reduce some program(s), written notice of termination of employment shall be given by registered mail or personal service to all affected faculty members no later than February 1st of the year in which such shall be effective, provided such shall not be effective prior to the close of the academic year. A copy of such notice shall be given to the Senate President or designee.
2. Upon determination by the Board that a reduction of full-time faculty is necessary, the President of the College shall immediately convene a college-wide committee of which at least fifty percent (50%) shall be faculty members appointed by the President of Faculty Senate. Such committee shall promptly review all pertinent data and report back to the President of the College within thirty (30) calendar

days. Such pertinent data shall include current and projected course enrollments, courses taught by part-time faculty in affected areas, overload assignments in affected areas, and the seniority and qualifications (as defined in sub-paragraph 3, below) of all faculty members in affected areas. (Affected areas as used herein mean programs identified by the President of the College as susceptible to reduction of full-time faculty.) Such report shall be concurrently transmitted to the Board of Trustees for consideration by it no later than its next regular meeting. The President of the Senate or his designee shall have the right to address the Board at such a meeting with respect to such report. The Board shall make a reasonable effort to avoid layoff of faculty members whose positions could be maintained through the reduction or elimination of overload assignments. Full-time tenured faculty shall not be dismissed as a part of a reduction in force so long as there are courses taught by part-time faculty or courses taught as overload which they are qualified to teach. Faculty members on leave of absence at the time a reduction of staff takes place shall be treated no differently from other faculty members.

Within each program area, the order of layoff shall be in inverse order of seniority. A faculty member shall have seniority in each program area in which he/she has full qualifications as defined in subparagraph 3 below.

The above process will follow the timetable below:

a) By Regular October Meeting of Board of Trustees	Determination that a RIF may be necessary.
b) By November 1	College-wide committee convened by College President.
c) By Regular December Meeting of Board of Trustees	Consideration of committee report by Board of Trustees.
d) By Regular January Meeting of Board of Trustees	Layoff action taken by Board of Trustees.
e) By February 1	Notices of layoff action sent to affected faculty members.
f) At beginning of subsequent Academic Year (August)	Layoffs will commence.

3. As used herein "program(s)" shall mean discrete academic discipline course areas (e.g., mathematics, psychology, English, sociology, etc.), and career program technical courses (e.g., nursing, fashion design, secretarial science, etc.) and support services (e.g., counselors, LRC faculty, etc.). A faculty member will be considered to have qualifications for another program area if he/she:

   a) has taught at least a total of fifteen (15) contact hours at Harper College in the other program area during the preceding three (3) academic years, and

   b) has academic training which satisfies North Central Association and/or applicable professional accreditation standards, or meets the credentials required of the department or program as determined by the department or program.

4. If the Board shall determine to employ additional full-time faculty any time during the twenty (20) months from date of notice, such position(s) shall be offered first and in inverse order to the faculty members terminated hereunder in the pertinent programs. Such offer of employment shall be transmitted in writing by personal service or certified mail to the faculty member's last known mailing address and to the Faculty Senate. If the faculty member does not respond affirmatively to such offer within ten (10) calendar days of such receipt or within twenty (20) calendar days of the date of mailing, whichever shall first occur, the Board's obligation hereunder shall be terminated.

5. Any tenured faculty member terminated hereunder and thereafter reemployed pursuant to the preceding paragraph, shall not suffer any loss of tenure rights as a consequence thereof. Any non-tenured faculty member terminated hereunder shall not count any year or portion thereof between termination and recall (if such should occur) in the three (3) year maximum period prescribed in Article III.N.1.(a) of this Agreement.

Article IV. Leaves

A. Educational Improvement and Work Experience Leaves

Tenured faculty members may be granted, upon written application to the Vice President of Academic Affairs or designee, and upon approval by the Board, a leave of absence without pay or other benefits for purposes of educational improvement or work experience where such is likely to significantly enhance the faculty member's ability to perform his/her responsibilities at the College. Such leaves, if granted, shall be for one (1) semester or two (2).

While on such leave, a faculty member shall be allowed to participate in all College insurance programs, provided the faculty member shall make timely advance payment of all premiums due for such insurance to the designated College office.

B. Family Hardship Leaves

A faculty member may request a leave of absence without pay or other benefits for a period not exceeding one semester because of serious illness of a member of his immediate family or for other good and sufficient cause. Such leaves may be extended, within the sole discretion of the Board of Trustees.

While on such leave, a faculty member shall be allowed to participate in all College insurance programs, provided the faculty member shall make timely advance payments of all premiums due for such insurance to the designated College office.

C. Funeral Leave

In the event of the death of a member of a faculty member's immediate family, the faculty member shall be entitled to up to three consecutive instructional days leave of absence without loss of salary or deduction of accumulated sick leave. The term "faculty member's immediate family" shall be defined as the faculty member's parents, spouse, children, or grandchildren.

In the event of the death of any member of a faculty member's family, the faculty member shall be entitled to up to three consecutive days leave of absence without loss of salary for the purpose of attending the funeral, including such related events as the wake or visitation. Such leave shall be deducted from accumulated sick leave. If additional days are necessary and are approved by the appropriate Vice President or designee, the faculty member may be granted leave without pay. The term "faculty member's family" is defined as the faculty member's grandparents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, spouse's grandparents, spouse's children or grandchildren, or any other relative living in the faculty member's immediate household.

D. Jury Duty/Court-Related Leave

All faculty members called/subpoenaed as witnesses or jurors will notify the appropriate administrator as soon as possible after being called/ subpoenaed. Called/subpoenaed faculty members required to serve as jurors or appear as witnesses during a working day on which they otherwise would have been scheduled to work, will be paid their normal salary during this period, provided the faculty member shall promptly reimburse the College any monies paid for such service (other than payments for meals, travel or other expenses). Such time will not be deducted from accumulated sick leave or personal leave. This section shall not be applicable to any matter when the faculty member, the Senate, or the College shall be a party. This section shall not be applicable to any proceeding conducted pursuant to Article V of this Agreement.

E. Maternity/Child-Rearing Leave

A faculty member shall be eligible for maternity/child-rearing leave without pay or other benefits subject to the following conditions: (As used herein, "faculty member" means a tenured faculty member except in Section 8, which is applicable only to non-tenured faculty members, and in Sections 9 and 10, which are applicable to all faculty members).

1. The faculty member shall advise the appropriate Vice President or designee of her pregnancy no later than her third month of pregnancy or upon ascertainment of such condition, whichever shall be the later.
2. Application for such leave shall be made in writing to the appropriate Vice President or designee at least one hundred twenty (120) calendar days prior to the anticipated birth of the child.
3. The faculty member and the appropriate Vice President or designee shall agree upon a plan for the commencement and termination of

such leave, taking into consideration maintenance of continuity of instruction and medical factors to the maximum possible degree and the pertinent time factors related thereto. The leave shall not exceed the balance of the academic year in which it commences and one (1) additional academic year. Every effort shall be made to have such leave terminate immediately prior to the start of a new academic year. Such leave shall commence upon 1) the date agreed upon by the Vice President and faculty member, 2) for faculty members who teach, not later than the end of the semester preceding the semester during which the faculty member is expected to become unable to work, 3) the actual date of delivery, 4) the date on which the faculty member is required to leave or reduce employment because she is unable to perform her duties, whichever shall first occur. Such leaves which commence during the summer recess shall begin no later than July 1. The Vice President may waive any of the provisions of this section at his/her sole discretion; any such waiver shall not be precedential in any respect.

4. Sick leave shall not be applicable during the period of the maternity/child-rearing leave. Any accumulated sick leave available at the commencement of the leave shall be available to the faculty member upon return to employment at the College.
5. The faculty member may maintain insurance benefits by making timely payments of all premiums which may be due to the Administrative Services office or pursuant to its direction.
6. Any faculty member desiring child-rearing leave as a result of becoming an adoptive parent shall notify the appropriate Vice President or designee in writing upon the initiation of such proceedings. Leave shall be granted upon satisfactory written notification to the Vice President or designee of the date the child is expected to be received. It shall be the responsibility of the applying faculty member to keep the Vice President or designee informed of the status of the proceedings, and as soon as known, the expected date of delivery of the child. This section shall not be applicable if the adopted child is six (6) or more years of age at the time the child is received.

7. A maternity/child-rearing leave may be granted to a non-tenured faculty member under unusual circumstances by the action of the Board of Trustees, subject to all of the conditions applicable to a tenured faculty member. Any such leave shall include provision for the number of years that the faculty member must be employed in continuous full-time service at the College after such leave to attain tenured status. The granting of maternity/child-rearing leave to any non-tenured faculty member shall not constitute a precedent for the granting or withholding of leave to any other faculty member. Each request shall be judged on its own merits and shall be within the sole discretion of the Board. Additional conditions or restrictions may be established for any such leave, provided nothing herein shall be construed as requiring any non-tenured faculty member to apply for such leave or accept the conditions established therefor.
8. A faculty member who has been granted a maternity/child-rearing leave and who during such leave of absence shall again become pregnant shall be eligible for an extension of one (1) academic year of such maternity/child-rearing leave of absence. Application for such extension of leave shall be in writing to the appropriate Vice President or designee at least one hundred fifty (150) calendar days prior to the anticipated birth of the child.
9. Nothing in this Article shall be construed as requiring any faculty member to apply for a maternity/child-rearing leave. A faculty member not eligible for or not desiring maternity leave may utilize accumulated sick leave during any period of illness related to her pregnancy and/or to the delivery of the child. If such faculty member shall have exhausted accumulated sick leave, she shall be granted a leave of absence without pay or other benefits during such period of illness, provided the faculty member may maintain insurance benefits as authorized by paragraph 5 of this section. Such faculty member shall return to employment immediately following the termination of such illness.
10. A male faculty member shall be entitled to a child-rearing leave of absence. Such leave shall be unpaid and shall be subject to all of the applicable notice and other requirements of this policy. Eligibility for such leave shall arise upon the anticipated birth of the child which the faculty member has fathered or upon his planned adoption of the child.

F. Military Leave

Faculty members involuntarily called to active military duty shall be granted a leave of absence without salary for up to thirty (30) calendar days which may be extended by the Board upon written application.

G. Personal Business Leave

Each faculty member shall be granted two (2) days without loss of salary each academic year for personal business leave. Such leave shall be for the purpose of completing matters which cannot reasonably be attended to or postponed to days or hours on which the faculty member is not required to be on campus. If unused, such leave shall accumulate as sick leave. Personal business leave shall not be available for purposes of recreation or to participate in any work stoppage or job protest. Notice of planned utilization of personal business leave shall be given in writing to the immediate administrative supervisor or designee at least forty-eight (48) hours in advance, except in an emergency, when such notice shall be given orally as soon as possible, and thereafter promptly confirmed in writing together with a brief explanation of the emergency. Personal business days shall be taken in units of one-half (1/2) days.

It shall be an appropriate use of personal business leave to attend to matters related to the adoption of a child or for matters related to the birth of a child by a faculty member's spouse, during the first five instructional days following such adoption or birth. If personal business leave has been exhausted, the faculty member shall be granted leave without pay, notice of such utilization to be given as provided in the preceding paragraph.

H. Professional Meeting Leave

Leaves of absence without loss of pay or other benefits may be granted by the appropriate supervisor for a faculty member to attend professional meetings. If such has been approved for reimbursement, such reimbursement shall be within the guidelines of the Board of Trustees' policy manual.

. Religious Leave

A faculty member may utilize up to three (3) days without loss of pay or deduction of personal leave to observe recognized religious holidays of his/her faith if such observance reasonably requires such leave. Notice of intention to utilize such leave shall be given in writing at least fifteen (15) calendar days in advance. Additional days of leave for such observance may be granted at the discretion of the appropriate administrator provided such additional days shall be without pay or shall be made up on some other date on which the faculty member is not scheduled to work, and provided further no such additional leave shall be granted if the faculty member has unused personal business leave.

. Sabbatical Leave

1. The Board shall grant to any eligible full-time tenured faculty member who shall have appropriately applied for the same a sabbatical leave, provided that, in the judgment of the Sabbatical Leave Review Committee and concurrence of the Board of Trustees by its resolution, such leave will clearly add to the effectiveness of the faculty member in the performance of his/her responsibilities at the College and/or clearly accrue to the benefit of the College.
2. A tenured faculty member is eligible to seek a sabbatical leave after having completed six (6) years of full-time service as a faculty member of the College, provided a faculty member shall not be eligible for such leave in any academic year next following an academic year in which he/she was on leave of absence for sixty (60) days or more.
3. The faculty member shall make application for sabbatical leave in writing to the appropriate Vice President or designee pursuant to a reasonable timetable which shall be established. Such application shall include all the data pertinent to such leave.
4. Sabbatical leave shall be for a period of one (1) academic semester or one (1) academic year.

5. a) During the period of sabbatical leave, the faculty member shall receive one-half of his/her salary for an entire academic year, and all of his/her salary for a leave of one semester.

   b) If during the period of the sabbatical leave, the faculty member earns taxable remuneration from some other organization, agency, institution, or person, the salary paid by the College shall be reduced accordingly; provided if the sabbatical leave is for one academic year, no reduction in salary shall be made unless the total of the regular salary and such taxable remuneration exceeds the amount equal to the salary that would have been paid to the faculty member if he/she were not on sabbatical leave, and provided further, such taxable remuneration shall not include royalties, dividends, interest or like income not derived from work performed during the period of the sabbatical leave.

   c) As used herein "salary" means the amount set forth in Article VII-A and shall not include any additional amounts for summer school, extra-duty stipends, overloads, or the like. All insurance benefits shall continue and sick leave shall accrue during the term of the leave.

6. As a condition precedent to sabbatical leave, the faculty member shall agree to return to the College as a full-time faculty member for at least one (1) academic year immediately following the conclusion of such leave (or at least two (2) years if the sabbatical leave is for an entire academic year), and shall execute a promissory note assuring restitution of all salary paid during such leave if he/she does not return, such to be payable in bimonthly installments over a term not to exceed twice the length of the leave.

K. Sick Leave

A faculty member shall have the right to utilize sick leave because of personal illness or disability or because of a medical emergency which confronts the faculty member's immediate family as heretofore defined. Sick leave shall be twenty (20) days the first year; ten (10) days per year after the first year up to two hundred thirty (230) days accumulated. No payment for unused sick time accrued will be made.

The total benefits received under any College or State supported income protection plan (disability insurance, workmen's compensation, etc.) and sick leave shall not exceed the individual's current daily salary.

As used herein, "illness or disability" shall not include cosmetic surgery or any procedure which the faculty member's physician states may be reasonably and safely deferred to the summer or other recess or vacation period.

No later than thirty (30) calendar days after the beginning of each academic year, the Board shall furnish each faculty member a statement of the number of unused sick leave days accumulated as of the beginning of such academic year.

L. Nonprecedential Effect of Leaves

Any leave of absence hereunder which by its terms is not mandatory, shall be within the sole discretion of the Board of Trustees or the appropriate administrator. The granting or denial of such leave shall be nonprecedential with respect to any other application for such leave, provided such granting or denial shall not be based upon any factor deemed discriminatory herein.

M. Reemployment at Conclusion of Leave of Absence

Any faculty member granted a leave of absence shall be assured of employment by the Board upon termination of such leave in the same manner as though such faculty member had not been on leave of absence, provided only that all of the conditions of such leave have been complied with by the faculty member.

N. Unemployment Compensation

As a condition precedent to all leaves of absence, the faculty member agrees to waive any claim of whatsoever nature for unemployment compensation during the period of such leave.

O. Notice of Intention to Return

In all instances where a faculty member is granted a leave of eight (8) months or more, as a condition thereof, the Board shall notify such faculty member by certified mail one hundred and fifty (150) calendar days prior to the beginning of the next semester after the faculty member's leave expires that the faculty member must return to work.

Failure of the faculty member to advise the appropriate Vice President or designee at least ninety (90) calendar days (or May 1, whichever occurs first) prior to the beginning of the next semester (after expiraion of leave) as required herein shall be treated as an election not to eturn to employment and as a resignation from the College.

Article V. Grievance Procedure

It is the purpose of this procedure to resolve as promptly and as expeditiously as possible allegations by the bargaining agent and/or members of the bargaining unit of misinterpretation of this Agreement.

A. Definitions, etc.

1. A grievance shall mean an allegation by the Senate or by an affected faculty member that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.
2. As used in this article, "day" shall mean every day of the week except Saturdays, Sundays and those school holidays and/or emergency days when the Office of the Vice President of Academic Affairs shall be closed.
3. A faculty member may be represented at any meeting, hearing or appeal relating to a grievance which has been formally presented.
4. The President of the Senate or designee of the Senate shall be advised of any meeting, hearing or appeal relating to a grievance which has been formally presented and a representative of the Senate shall have the right to attend such meeting, hearing or appeal.
5. The failure of the grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal within the grievance procedure or otherwise. If the designated representative of the Board of Trustees shall neglect to proceed or render a decision within the time limits, the grievance may be advanced to the next step of the grievance procedure. Time limits may, however, be extended by mutual written agreement.

B. Procedures

1. The party asserting a grievance shall attempt to resolve the problem through informal communication with the appropriate supervisor.
2. If the informal process shall fail to resolve the problem, the grievance may be formally presented in writing to that same appropriate supervisor who will arrange for a meeting to be held within ten (10) days to review the grievance. The formal written grievance shall

clearly identify all grievants, summarize all relevant facts, identify all provisions of the agreement allegedly violated, and describe the remedy which is requested. The filing of the formal written grievance at this step must be within ten (10) days of the date of the occurrence giving rise to the grievance or from the date when the grievant might reasonably have become aware of the occurrence. The supervisor shall provide a written answer to the grievant (with a copy to the Senate if the Senate is not the grievant) within ten (10) days of the meeting. The answer shall include the reasons for the decision.

3. If the grievance is not resolved at the preceding step, the Senate or designee may refer it to the President or designee by filing the same in writing within ten (10) days of receipt of the answer from the appropriate supervisor. The President or designee will arrange for a meeting to be held within ten (10) days of such referral to review the grievance. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. A written answer including reasons shall be provided to the grievant (with a copy to the Senate if the Senate is not a party to the grievance) within ten (10) days of the meeting provided for in this paragraph.

4. If the grievance arises from a decision at the President's level, the grievance may be initiated at the preceding step, provided such is filed within the time limits prescribed in the second preceding paragraph.

5. If the grievance is not resolved at the President's level, the Senate may submit it to arbitration, providing written notice indicating such is filed with the President or designee within fifteen (15) days of the answer at the President's level, or if no answer is filed within fifteen (15) days of the last day on which such answer was due. The Senate shall promptly request of the American Arbitration Association that it provide panel(s) of qualified arbitrators from which the parties may make a selection pursuant to the practices of that Association which shall also serve as the administrator of the proceedings.

The decision of the arbitrator shall be binding and shall be submitted to the Board of Trustees for its consideration no later than thirty (30) days following receipt of the arbitrator's recommendation. In making his recommendation, the arbitrator shall not add to or enlarge upon this Agreement, and any suggested remedy, if appropriate, shall conform to Illinois law. The fees and expenses of the arbitrator and of the American Arbitration Association shall be shared equally by the Board and the Senate. The parties likewise shall share the expense of any transcript(s) which they may jointly request, but all other expenses which may be incurred by either party shall be borne by that party.

C. Non-discrimination

The Board shall not discriminate or take any reprisals against any faculty member as a consequence of the filing of any grievance hereunder.

Article VI. Dues Checkoff

A. The Board shall deduct dues from the salary of each faculty member, who shall authorize the same in writing, in an amount determined by the Cook County College Teachers Union (CCCTU), provided the rate to be deducted shall be uniform for each faculty member. Such deductions shall be made no later than thirty (30) calendar days following receipt of the authorization in the designated College office.

B. A dues authorization may be revoked by written notice to the designated College office and such revocation shall be effective no later than thirty (30) calendar days thereafter. The authorization shall be deemed automatically revoked with the issuance of the faculty member's last paycheck.

C. The dues/Fair Share payments and a listing of the faculty members for whom such dues/Fair Share deductions were made shall be forwarded to the Treasurer of the Cook County College Teachers Union no later than ten (10) days after such deductions were made. Such listing shall include year-to-date totals for each person listed as well as an indication as to whether the deduction was or was not a Fair Share deduction. The Board shall also make a reasonable effort to include in such listing faculty members who have authorized such deductions but for whom none were made.

D. If the Board shall make such deductions and remit such dues as aforesaid, the Senate shall indemnify, hold harmless and defend the Board of Trustees, its members, agents and employees in any action, complaint or suit or other proceedings which may be brought.

E. Fair Share

1. It is recognized that the Senate's duty as the sole and exclusive bargaining agent entails expenses for collective bargaining and contract administration which appropriately are shared by all faculty members who are beneficiaries of this agreement. To this end, if a faculty member does not join the Cook County College Teachers Union within fourteen (14) days after posting of the notice required in subparagraph (b), the Board shall deduct a sum equivalent to the

proportionate share of the cost of the services rendered by the CCCTU for collective bargaining and contract administration in its role as a sole and exclusive bargaining agent in equal payments from the regular salary check of the faculty member in the same manner as it deducts dues for members of the CCCTU provided:

a) the CCCTU has posted the appropriate notices of the imposition of such Fair Share fee in accordance with the rules and regulations of the IELRB; and,

b) the CCCTU has annually certified in writing to the Board the amount of such Fair Share fee and has annually certified in writing to the Board that such notice has been posted.

2. The Board shall begin such Fair Share fee deduction no earlier than fourteen (14) days (or any later period as required by the rules and regulations of the IELRB), after certification by the CCCTU as described in subparagraph (b) of paragraph 1 of this section.

3. The Senate and the CCCTU agree to defend, indemnify and save the Board harmless against any claims, demand, suit, or other form of liability which may arise by reason of any action taken by the Senate, the CCCTU, or the Board in complying with the provisions of this section, including reimbursement for any legal fees or expenses incurred in connection therewith.

4. In the event a faculty member objects to the amount of such fee, the Board shall continue to deduct the fee and the Board shall transmit the fee (or the portion of the fee in dispute) to the IELRB which shall hold the fee in escrow in an account established for that purpose. The Board shall continue to transmit such fee to the IELRB until further order of the Board. If the faculty member is entitled to a refund, the faculty member shall receive such refund, plus any interest earned on the refund during pendency of the action.

5. If a faculty member declares the right of non-association based upon bona fide religious tenets or teaching, or a church, or religious body of which such faculty member is a member, such faculty member shall be required to pay an amount equal to the faculty member's proportionate share to a non-religious charitable organization mutually agreed upon by the faculty member and the CCCTU. If the faculty member and the CCCTU are unable to reach agreement on

the matter, a charitable organization shall be selected from a list established and approved by the Illinois Educational Labor Relations Board in accordance with its rules.

F. Anything in this section or in this Agreement to the contrary notwithstanding, this Fair Share provision shall be effective as of the thirteenth (13th) paycheck of the 1986-87 academic year, and Fair Share deductions for the 1986-87 academic year shall not exceed fifty percent (50%) of the annual Fair Share fee described in paragraph E.1.(a) of this section.

Article VII. Salary and Rates of Pay

A. Step Lane Schedule 1986-87

Level	Instructor	Assistant Professor	Associate Professor	Professor
3	20,341	22,781	25,515	28,557
4	20,992	23,510	26,332	29,492
5	21,664	24,262	27,174	30,436
6	22,357	25,039	28,044	31,410
7	23,072	25,840	28,941	32,415
8	23,811	26,667	29,867	33,452
9	24,573	27,520	30,823	34,522
10	25,359	28,401	31,809	35,627
11	26,170	29,309	32,827	36,767
12	27,008	30,247	33,878	37,944
13	27,872	31,215	34,962	39,158
14	28,764	32,214	36,081	40,411
15	29,684	33,245	37,235	41,704
16	30,634	34,309	38,427	43,039
17	31,615	35,407	39,656	44,416
18		36,540	40,925	45,837
19				47,304

Step Lane Schedule 1987-88

Level	Instructor	Assistant Professor	Associate Professor	Professor
4	21,585	24,173	27,075	30,324
5	22,275	24,947	27,941	31,295
6	22,988	25,745	28,835	32,296
7	23,724	26,569	29,758	33,330
8	24,483	27,419	30,710	34,396
9	25,266	28,297	31,693	35,497
10	26,075	29,202	32,707	36,633
11	26,909	30,137	33,754	37,805
12	27,770	31,101	34,834	39,015
13	28,659	32,096	35,949	40,263
14	29,576	33,124	37,099	41,552
15	30,522	34,183	38,286	42,882
16	31,499	35,277	39,511	44,254
17	32,507	36,406	40,776	45,670
18		37,571	42,081	47,131
19			43,427	48,639
20				50,196

B. Training and Experience Requirements for Placement on Salary Lanes

1. Instructor
   a) Master's degree in subject field, or
   b) For faculty teaching career/occupational courses:

      Bachelor's degree plus three (3) to five (5) years experience in the field, or Journeyman standing or its equivalent as determined by the College, or other accomplishments deemed acceptable to the College in technical/commercial areas based on certificates/industrial/technical training, creation of programs, supervisory positions and similar situations covering areas in which normal collegiate recognition does not exist.
2. Assistant Professor
   a) Doctor's degree in subject field; or master's degree in subject field, plus at least fifteen (15) graduate hours beyond the master's degree in the subject field and five (5) years professional experience, or
   b) For faculty teaching career/occupational courses:

      A bachelor's degree plus five (5) years experience in the field plus five (5) years in teaching experience; or bachelor's degree plus at least ten (10) years experience in the field.
3. Associate Professor
   a) Doctor's degree in subject field and five (5) years professional experience at least two (2) of which must be successful college teaching; or master's degree in subject field plus at least thirty (30) graduate hours beyond the master's degree of which a minimum of fifteen (15) must be in the subject field and half of the remainder must be in related fields, plus ten (10) years professional experience, at least five (5) years of which must be successful college teaching, or
   b) For faculty teaching career/occupational courses:

      A master's degree in the subject field and ten (10) years teaching and five (5) years professional and/or technical experience; or master's degree in the subject field and fifteen (15) years experience in the field.

4. Professor
    a) Doctor's degree in the subject field and ten (10) years professional experience at least five (5) of which must be successful college teaching; or a master's degree in subject field, plus at least sixty (60) graduate hours beyond the master's degree of which a minimum of thirty (30) must be in the subject field and half of the remainder must be in related fields, fifteen (15) years professional experience at least eight (8) of which must be successful college teaching, and other exceptional qualifications and demonstrated instructional leadership, or
    b) For faculty teaching career/occupational courses:
    A master's degree in subject field, plus at least sixty (60) graduate hours beyond the master's degree of which a minimum of thirty (30) must be in the subject field and half of the remainder must be in related fields, fifteen (15) years professional experience at least eight (8) of which must be successful college teaching; or a master's degree in the subject field and thirty (30) graduate hours beyond the master's degree in the subject or related fields, twenty (20) years of professional experience at least ten (10) of which must be successful college teaching and other exceptional qualifications and demonstrated instructional leadership.
5. As used herein, "subject field" also includes an approved (by the Vice President of Academic Affairs or designee) area related to the subject field.
6. Professional Development Activities
   If the following conditions are met, professional development activities other than traditional graduate coursework will be considered as equivalent to graduate hours for purposes of promotion and placement on salary lanes.

a) Undergraduate courses — Requests for approval of undergraduate coursework must be submitted in writing to the faculty member's immediate supervisor at least thirty (30) calendar days in advance of the commencement of the coursework. Transcripts of appropriate certification of the completion of the coursework must be submitted within ninety (90) calendar days after completion of the coursework. Approved undergraduate courses will be equated at two-thirds (2/3) of the credit hour value earned.

b) Non-credit courses — The faculty member will follow the same approval procedure as in the case of undergraduate courses and will provide transcript or appropriate certification of completion within ninety (90) calendar days after completion of the coursework. Approved non-credit coursework will equate to one (1) credit hour for each thirty (30) clock hours of instruction provided such a course meets on at least five (5) separate days.

c) Other professional development activities — Activities other than coursework (as covered in a) and b) above) must be proposed to a faculty committee for assessment and review for determination of equivalent graduate hour value. The request must be approved and recommended by the committee prior to approval by the immediate supervisor and appropriate Vice President. The decision of the Vice President shall be final. The faculty committee shall be chosen pursuant to the procedures set forth in Article III.N.4.b(1) of this Agreement.

d) The approval or non-approval of any such proposal shall be non-precedential with respect to any other application for such activity.

7. As used in this article, "course" and "graduate hours" shall apply only to instruction received at fully accredited institutions of higher education unless otherwise specifically provided.

C. Conditions for Payment

1. Initial Placement

   a) Faculty members employed hereafter shall be placed on the salary schedule by the Board at the time of hire.

2. Movement on the Salary Schedule

   a) Horizontal movement shall take place when any of the following conditions have been met:

      1) Any faculty previously approved by the Board for promotion for 1986-87 or 1987-88.

      2) Any faculty member at the top step (highest salary) of any salary lane for three (3) years without any vertical movement for those three years. Such movement will apply only to faculty in the Instructor lane, provided the faculty member meets minimum requirement for the new rank. (Sec. B.2.a or b)

      3) Any faculty member holding rank of Instructor during the previous contract year will move to the next salary lane upon receiving tenure and after completing five (5) years of Harper service, assuming that the faculty member meets the minimum requirements for the new rank as set forth in Section B. 2 a or b of this article.

      4) Any faculty member holding rank of Assistant Professor during the previous contract year will move to the next salary lane upon receiving tenure and after completing ten (10) years of Harper service, assuming that the faculty member meets the minimum requirement for the new rank as set forth in Section B. 3. a or b of this article.

      5) Horizontal movement, when it occurs, will be done as follows: Such movement shall be made to a salary step in the next vertical lane at the level number that is one greater than the level number the faculty member was assigned the previous contract year.

      6) A faculty member who otherwise qualifies for horizontal movement shall as a condition for advancement in any academic year file with the appropriate Vice President or designee written evidence of fulfillment of all training and experience requirements described in Section B of this Article by October 1 of each academic year.

b) Vertical movement of the salary schedule shall occur at the rate of one (1) step per year unless the Board shall otherwise advise the faculty member by April 1. Any faculty member so advised shall have the right to a meeting with the appropriate Vice President or designee and may be accompanied by a representative.

3. Rank

Academic rank will be maintained as previously defined herein.

4. Substituting

Any faculty member who substitutes shall be paid at twenty dollars ($20) per fifty (50) minute class period. No person shall be paid extra for teaching two sections at the same hour, nor shall he/she be required to do so. Faculty members shall receive a signed authorization from the Divisional Dean which is to be signed by the substitute teacher before payment is made.

5. Overtime and Extra Sessions

a) Overtime (overloads) is defined as contact hours in excess of the normal workload (as defined in Article III.I.).

b) When a faculty member teaches in excess of the normal workload, he/she will be compensated for each contact hour in accordance with the schedule contained herein.

c) Overload pay begins after normal workload requirements as specified by Article III.I. are fulfilled by the faculty member.

d) Voluntary overloads, when requested by the faculty and approved by the Divisional Dean or appropriate supervisor, will be limited to a maximum of twelve (12) contact hours per year or for faculty members who do not have teaching responsibilities, two hundred seventy two (272) clock hours per year, and will be compensated for in accordance with the schedule contained herein.

e) If faculty function in the following types of assignments, their overloads will be equated on the following basis:

Counseling	1 Clock Hour = .75 Contact Hours
LRC Functions	1 Clock Hour = .75 Contact Hours
Developmental Educ. Laboratory	1 Clock Hour = .50 Contact Hours

f) Overload Pay Schedule

1986-87

Level	BA or Less	MA	MA + 15	MA + 30	MA + 60
0-3	330	350	370	390	410
4-6	350	370	390	410	430
7+	370	390	410	430	450

1987-88

Level	BA or Less	MA	MA + 15	MA + 30	MA + 60
0-3	340	360	380	400	420
4-6	360	380	400	420	440
7+	380	400	420	440	460

g) Compensation for Non-Teaching Responsibilities

Additional compensation for the performance of non-teaching responsibilities on days not covered by the faculty member's regular contract, such as during vacation or recess periods, shall be remunerated pro rata based on current salary. As used herein, "current salary" means the amount set forth in the step lane schedule (Article VII.A.) Responsibilities performed during the twelve (12) month period commencing August 1 shall be governed by the step lane schedule in effect during the academic year which falls within this twelve (12) month period.

6. Intercollegiate Coaching Compensation Schedule

a) Intercollegiate sports offered by the College will be approved by the Board.

b) The following schedule of contact hour equivalents for each sport will be the basis for determining release time or overload pay. Full-time faculty who coach shall have the choice of designating released time or overload pay. Coaching experience may be substituted for teaching experience in determining level.

Position	Fall	Spring	Year Total
Head Baseball Coach		7	7
Head Men's Basketball Coach	4	5	9
Head Women's Basketball Coach	3	4	7
Asst. Basketball Coach	2	3	5
Head Cross Country Coach	5		5
Head Football Coach	9		9
Asst. Football Coach	5		5
Asst. Football Coach	5		5
Head Golf Coach	5		5
Head Soccer Coach	5		5
Head Softball Coach		5	5
Head Men's Tennis Coach		5	5
Head Women's Tennis Coach	5		5
Head Men's Track Coach		6	6
Head Women's Track Coach		6	6
Asst. Track Coach		3	3
Head Men's and Women's Swimming Coach	3	3	6
Head Women's Volleyball Coach	5		5
Head Wrestling Coach	3	3	6
Coordinator/Men's Athletics	5	5	10
Coordinator/Women's Athletics	4	4	8
Asst. Swimming Coach	2	3	5
Asst. Baseball Coach		5	5
Asst. Women's Basketball Coach	2	3	5

7. Independent Study

Reimbursement of faculty for independent study students shall be at the rate of thirty dollars ($30) per credit hour generated. A faculty member may not contract to work with more than four (4) students during any fall or spring semester.

Working with students in an IDS contract will not affect the overload limits for a faculty member as set forth in Article III.I.

During the summer session, if the faculty member has no other existing load, a maximum of a 36 credit-hour generated load will exist.

8. Pay Periods

Each faculty member will receive his/her salary in twenty-four (24) equal installments on the fifteenth (15th) and the last day of each month, provided if such day falls on a Saturday, Sunday or holiday observed by the College, payday shall be the preceding faculty employment day.

9. Summer School Pay

Summer school teaching compensation shall be determined as follows:

$$\frac{\text{Salary}^*}{1} \times \frac{n}{36} \times \frac{x}{15^{**}} \times 80\%$$

*Contracted salary of previous academic year

**12 will be used for faculty having 24 hour workload required.

n - the number of weeks the course is taught

x the number of contact hours taught per week

The above formula shall be applied to the first fifteen (15) contact hours taught per week of summer session. Any additional hours shall be calculated in accordance with section C.5 of this Agreement.

Faculty members having either teaching or non-teaching responsibilities during the summer session shall be granted two (2) days of sick leave for assignments of eight (8) weeks duration or more. One (1) day of sick leave shall be granted for assignments having at least four (4) weeks duration. Sick days accrued herein will accumulate toward the maximum days allowable in Article IV.K.

Full-time faculty teaching NUR 104 during a four (4) week summer term will be credited with twenty (20) contact hours per week for use in the summer school formula.

No other provision of the Agreement (except Article V, Article III.E., Article VII.A.1. and Article VII.C.5.(g)) shall apply to summer school.

Article VIII. Insurance and Fringe Benefits

A. Professional Expense Benefits

1. Faculty members may be allowed professional expense benefits not to exceed six hundred fifty dollars ($650) per fiscal year for qualified professional expenses as described below:

   a) Tuition and other approved educational expenses for professional development activities approved in advance by the appropriate Vice President. As used herein, "tuition and other approved educational expenses" shall not include any expenses as defined in Article VIII.A.1.b or any optional charges. All payments will be made only upon submission of the appropriate reimbursement form and appropriate evidence indicating successful completion of the educational activity.

      When approved study is available only at institutions where tuition rates exceed the limit, supplemental grants may be made if specifically authorized by the appropriate Vice President. Any such approval shall be nonprecedential.

   b) Reimbursement for the following professional expenses may not exceed the total professional expense benefits allowed in Article VIII.A.1.

      1) Membership fees and incidental expenses related to professional teaching organizations as approved by the appropriate Vice President.
      2) Subscriptions to professional journals, books and periodicals directly related to the faculty member's teaching area.
      3) Incidental teaching supplies, materials and educationally related equipment purchased by the faculty member, but not including items normally furnished by the College.
      4) Typing of the faculty member's master's or doctoral thesis.
      5) Licensing fees and certification fees for associations and agencies related to teaching area.
      6) Travel to approved meetings and conferences related to faculty member's area of teaching, exclusive of any supplemental travel funds institutionally budgeted.

2. All disbursements for professional expense benefits must be supported by appropriate evidence of payment. All requests for reimbursement must be approved by the faculty member's immediate supervisor. Any professional travel expense must be preapproved. All vouchers for expenses incurred during the fiscal year must be submitted by June 15, except that professional expenses incurred during June may be allocated to the following year.

B. Aggregation of Professional Expenses

Any faculty member within a Division may assign up to twenty-five percent (25%) of his/her professional expenses reimbursable pursuant to Section A.1. above to another faculty member of his/her Division, provided such assignment shall be in writing and submitted with the approved voucher of the assignee.

C. Group Insurance

1. The Board shall pay the total premium not to exceed 39¢ per $1,000 for group term life insurance equal to twice the faculty member's annual salary to the nearest thousand dollars, but not to exceed $100,000. In addition the Board will pay the entire premium for Accidental Death and Dismemberment Insurance equal to twice the annual salary to the nearest thousand dollars, but not to exceed $100,000.
2. The Board shall also pay the premium not to exceed $1.03 per $100 per eligible monthly benefit (sixty percent [60%] of salary not to exceed $1,800 per month) for long-term disability insurance.
3. The Board shall also pay the premium not to exceed $201.96 for the fiscal year for dental coverage for the faculty member.
4. The Board shall also pay the premium not to exceed $1,001.88 for the fiscal year for health/major medical insurance for each faculty member.
5. The Board shall also pay the premiums for dependent coverage for health/major medical coverage for which the faculty member qualifies, not to exceed the following per fiscal year:

Spouse	$ 892.20
Spouse and Children	$1,575.84
Children Only	$ 683.64

6. The nature of the benefits shall be governed by the terms of the applicable group policy and the rules and regulations of the carrier. If faculty members elect any dependent coverage, all premiums due therefor not covered by the Board shall be deducted from the appropriate paycheck of the faculty member.

The Health/Major Medical Insurance shall be no less comprehensive than that which prevailed during the 1985-86 fiscal year, provided such coverage may be altered as provided by the next succeeding subsection (7.).

7. During the term of this Agreement, the parties shall evaluate the existing health/major medical/dental insurance programs. Such evaluation shall be conducted by a committee composed of an equal number of faculty members to be appointed by the President of the Senate and other persons to be appointed by the President of the College, not to exceed eight (8) in total number. Other recognized or established employee groups at the College may each appoint an additional non-voting member of the committee as a representative of such other employee group. The committee shall have the authority to allocate monies in the employee medical insurance fund and to alter any applicable provision of this section (C.) and as such to be effective from and after such date established by the committee through the expiration date of this Agreement, provided at least six (6) voting members of the committee affirmatively approve such change and provided that the Senate and the Board of Trustees approve any alteration of the program.

8. The Board agrees to assume full cost of all government mandated increases to insurance costs herein during the term of this Agreement. During the term of this Agreement the Board agrees to make available all monies now set aside and in the future set aside in the employee medical insurance fund and all interest therefrom, plus all net revenues (if any) accruing from the applicable provisions of this section (C.) to the committee. Net revenues shall mean the difference between the amounts allocated for premiums under this section (C.) and the amount actually paid for insurance benefits. During the 1987-88 fiscal year the Board shall increase by eight percent (8%) the premium amounts paid for faculty members and their dependents for coverages provided by this section (C.).

9. The Board will administer an employee-paid, supplemental term life insurance program, to be offered to both faculty and their eligible dependents and which will be established at the beginning of the 1984-85 academic year, provided there is sufficient enrollment to meet the minimum enrollment requirements set by the insurance company(ies).
10. As used in this section (C.) the term 'fiscal year' shall mean the twelve (12) calendar months commencing September 1.
11. The parties shall return to the language of section (VIII.) in the 1984-86 Agreement, except for any changes in the dates and premium amounts, if either party is dissatisfied with the functioning of the committee. Such return shall be effective at the expiration of this Agreement.

D. Secretarial Service

Insofar as practical and the budget permits, the services of student aides shall be made available to faculty members. Where feasible the regular secretarial staff may assist faculty members in the preparation of instructional materials.

E. Tax-Sheltered Annuity

Salary deductions for retirement annuity contracts (tax-sheltered annuities) shall be available to all faculty. Contracts shall be arranged individually through the Office of the Vice President of Administrative Services or designee subject to reasonable regulation by the Board.

F. Board Payment to Retirement System (SURS)

1. From the Compensation Schedule, the Board shall deduct for each faculty member a sum equal to eight percent (8%) of the amount due such faculty member pursuant to the Compensation Schedules to the State of Illinois State Universities Retirement System, to be applied for the retirement account of such faculty member. It is the intent of the parties by this Agreement to qualify these payments as "picked-up" contributions within the meaning of Section 414(h)(2) of the Internal Revenue Code so as to be excludable from the gross income of all faculty members. The faculty members shall have no right or claim to the funds so remitted except as they may subsequently become available upon retirement or resignation from the State Universities Retirement System.

2. No faculty member who is a participant in State Universities Retirement System shall have the option of choosing to receive the amounts contributed by the Board directly, and the assumption and payment of the faculty members' required contribution to the State Universities Retirement System is a condition of employment made in order to secure the faculty members' future services, knowledge and experience.

3. The balance of the amount due each faculty member pursuant to such Compensation Schedule shall be payable to the faculty member as salary installments as otherwise provided herein, provided the Board shall deduct therefrom all monies as required by law or as authorized by the faculty member pursuant to this Agreement, or as otherwise authorized by the Board. Such withholding shall include any and all additional amounts required to be paid to the State Universities Retirement System for the account of such faculty member.

4. Internal Revenue Service Revenue Rulings indicate that the amounts paid the State Universities Retirement System are properly excludable from the gross income of the teacher for income taxation purposes, and the Board will not withhold Federal and State income taxes on funds remitted to the State Universities Retirement System on behalf of teachers unless and until the Internal Revenue Service or a court shall determine that such amounts are not properly excludable.

5. The Board shall promptly seek a letter of opinion from the Internal Revenue Service to confirm the tax status of the monies paid to the State Universities Retirement System pursuant to this section.

6. The Senate and each faculty member will defend, indemnify, and hold harmless the Board of Trustees, its members, its agents, and its employees from any and all claims, demands, actions, complaints, suits or other liability by reason of a faithful payment of contributions to the State Universities Retirement System pursuant to the provisions of this Section. No such claim, demand, action, or suit may be settled or compromised by the Senate without the written consent of the Board of Trustees, if such claim, demand, action, or suit adversely affects the Board of Trustees, its members, its agents, and/or its employees.

7. The Board shall prepare the W-2 statements for 1981 reflecting taxable earnings which do not include the seven percent (7%) Board payments to SURS after the onset of the 1981-82 academic year, provided this subsection shall not be applicable unless withholding of taxes on such Board payments has ceased by that date pursuant to all of the other provisions of this Section.

G. Tuition Waiver

Retired faculty as used herein shall include those retired under SURS or the Harper plan as described in Article IX.

Each full-time faculty member, spouse, and child twenty-four (24) years of age and under shall have the right to enroll in courses offered at the College without tuition charge.

The participation of such faculty member, spouse or child in any non-reimbursable course shall not permit such course to be conducted if it would otherwise be terminated for lack of sufficient enrollment.

This section will also apply to the spouse and to children twenty-four (24) years of age or under of a faculty member deceased or permanently disabled prior to early retirement or full retirement.

Article IX. Early Retirement

The Board shall establish an early retirement program (hereinafter "program") subject to all of the following:

A. The program shall be open to all faculty members who are at least 55 years of age, but not more than 69 years of age, on July 1 of the year of retirement and who have been employed by the College as faculty members for the preceding 10 years on a full-time basis.

B. Application for participation in the program shall be submitted in writing to the appropriate Vice President or designee no later than January 15 preceding the academic year in which early retirement shall be effective.

C. Each application shall include a plan for the rendition of appropriate service to the College during the period of early retirement. Such services shall not be inappropriate solely because they are rendered off campus.

D. During the first year of early retirement, the retiree shall receive an amount equal to 23 percent (23%) of the base salary of the last year of full-time teaching at the College (exclusive of overloads or any other stipends). During each succeeding year of participation in the program the early retiree shall receive an amount equal to 23 percent (23%) of the base salary that the retiree would have received for full-time teaching at the College but for participation in the early retirement program. Payments for services rendered shall be made no less often than quarterly.

E. The plan shall terminate after five (5) years of participation therein or upon the retiree's seventieth (70th) birthday, or upon death of the early retiree, whichever shall first occur. In the event of the death of an early retiree, the College will continue payments to the designated beneficiary for the balance of the current year. The plan shall also be terminable as to any retiree for failure to perform the services in his/her specific retirement program or for other good cause shown.

F. The Board shall provide the early retiree with group insurance coverage available to faculty members under this Agreement, provided that after the age of 65 such insurance coverage(s) shall be reduced to the extent that Medicare or comparable benefits are otherwise available to the retiree. The early retiree shall have the right to purchase dependent coverage through the College's insurance program at the then prevailing rate of dependent coverage. Premium payments for the dependent coverage therefor shall be deducted from the compensation due the early retiree pursuant to subsection D. above or paid by the retiree on timely basis in advance to the Business Office of the College provided this option of dependent coverage shall terminate when the eligible dependent reaches age seventy (70) or becomes eligible for Medicare, whichever comes first.

G. During the period of early retirement, the retiree shall be an independent contractor and not an employee of the Board.

H. The Board shall approve an early retirement plan which meets all of the conditions of this article if such shall have been timely submitted.

I. Anything in this article to the contrary notwithstanding, the faculty member who elects to participate in the early retirement program prescribed by HB289 of 1981 as enacted into law shall not be eligible to participate in the program provided herein except such faculty members may participate in the program provided herein at the compensation level described below:

Age 55 — The College will make a lump sum payment to SURS of one hundred twenty-five percent (125%) of the base salary of the retiree determined as in D. above. The remaining ten percent (10%) of the base salary to meet HB289 of 1981 requirements will be paid by the retiree.

Age 56 — The College will make a lump sum payment to SURS of one hundred eight percent (108%) of the base salary of the retiree determined as in D. above. The College will also pay three percent (3%) of the base salary for each of five (5) years to the retiree.

Age 57 — The College will make a lump sum payment to SURS of eighty-one percent (81%) of the base salary of the retiree determined as in D. above. The College will also pay eight percent (8%) of the base salary for each of five (5) years to the retiree.

Age 58 — The College will make a lump sum payment to SURS of fifty-four percent (54%) of the base salary of the retiree determined as in D. above. The College will also pay thirteen percent (13%) of the base salary for each of five (5) years to the retiree.

Age 59 — The College will make a lump sum payment to SURS of twenty-seven percent (27%) of the base salary of the retiree determined as in D. above. The College will also pay eighteen percent (18%) of the base salary for each of five (5) years to the retiree.

As used herein, "age" shall mean the same age of the early retiree as is utilized to implement benefits to the retiree pursuant to HB289 of 1981. Retirees participating in the program pursuant to this Paragraph I. shall also be subject to all of the other provisions of this Article.

J. Five years after early retirement or after full retirement a faculty member shall have the right to continue individual or family coverage under the existing group medical insurance plan by paying the then prevailing cost of such coverage to the College on a timely basis. The option to purchase such coverage shall also be available to the surviving spouse of said faculty member.

The above described options will be limited to those faculty members under age sixty-five (65) and their surviving spouses under age sixty-five (65) or upon eligibility for Medicare whichever occurs first.

Article X. Precedence of Agreement

A. If there is any conflict between the written terms of this Agreement and the terms of an individual contract of employment, the written terms of this Agreement shall be controlling.

B. If there is any conflict between the written terms of this Agreement and written Board policies or written Board rules and regulations which may from time to time be in effect, the written terms of this Agreement shall be controlling.

C. If any provision or amendment of this Agreement is or shall at any time be contrary to or unauthorized by law, then such provision shall not be applicable, except to the extent permitted by law. In such cases all other provisions of this Agreement shall remain in effect.

D. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitments between the parties thereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this Agreement. The parties each have voluntarily and unqualifiedly waived any right which might otherwise exist under law to negotiate over any subject not specifically referred to, or covered in, this Agreement during the term of this Agreement.

Article XI. Effective Date and Duration

This Agreement shall be effective on August 19, 1986 subject to ratification by the Faculty Senate and approval by the Board of Trustees by August 28, 1986.

This Agreement shall continue in full force and effect through midnight on the day prior to faculty reporting for the 1988-89 academic year.

Board of Trustees

By Kris Howard
Mrs. Kris Howard
Chairman

By Molly F. Norwood
Mrs. Molly Norwood
Secretary

Faculty Senate

By Phillip C. Stewart
Mr. Phillip Stewart
President

By LeRoy Mottla
Mr. LeRoy Mottla
Vice President

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